DOCUMENT RESUME

ED 154 701 HE 009 977

TITLE Agreement Between Wayne State University and The Wayne State University Chapter of the American Association of University Professors, July 1, 1976 to June 30, 1978.
INSTITUTION Wayne State Univ., Detroit, Mich.
PUB DATE Jul 76
NOTE 77p.

EDRS PRICE MF-$0.83 HC-$4.67 Plus Postage.
DESCRIPTORS Affirmative Action; *Arbitration; *Collective Bargaining; *College Faculty; *Contracts; Fringe Benefits; Governance; Grievance Procedures; Higher Education; Job Layoff; Leave of Absence; *Negotiation Agreements; Part Time Teachers; Student Evaluation of Teacher Performance; Teacher Promotion; Teacher Retirement; Teacher Salaries; Tenure; Tuition; *Unions
IDENTIFIERS American Assocation of University Professors; Compensation; *Wayne State University

ABSTRACT

The collective bargaining agreement between Wayne State University and the Wayne State University Chapter of the American Association of University Professors (AAUP) is presented. Items covered in the agreement include: recognition and description of the bargaining unit; personnel classification; administration rights; AAUP rights and privileges; nondiscrimination; layoff and recall procedures; compensation including salary and fringe benefits; leaves of absence; fractional-time employees; and grievance procedures. Also covered are term appointments; tenure procedures; review of professional duties; personnel files; research awards and educational development grants; department and college by-laws; tuition refund for academic staff; student evaluation of faculty teaching; university-wide committees; and budget advisory committees. (SPG)

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AGREEMENT

between

WAYNE STATE UNIVERSITY

and

THE WAYNE STATE UNIVERSITY CHAPTER OF THE AMERICAN ASSOCIATION OF UNIVERSITY PROFESSORS

July 1, 1976 to June 30, 1978

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PREAMBLE

The intents and purposes of this Agreement are to improve the quality and effectiveness of education at Wayne State University by promoting the highest standards of academic excellence in all phases of instruction and professional service at the University. The parties hereto concur that these objectives can be materially achieved by means of amicable adjustment of matters of mutual interest.

To the extent that these objectives are recognized, it is understood that this entire Agreement shall be interpreted in each and every clause to achieve these goals.

Both parties agree that appropriate and effective involvement of the faculty and academic staff in the development of University employment policies for the bargaining unit is a major objective of this Agreement and of the University and of the Association.

I.
RECOGNITION AND DESCRIPTION OF UNIT

Wayne State University recognizes the Wayne State University Chapter of the American Association of University Professors as the sole collective bargaining agent for the purpose of bargaining with the University with respect to wages, hours, and other conditions of employment for the employees in the following classifications:

All teaching faculty employed by Wayne State University — one-half fractional time or more in the following classifications: assistant athletic coaches, athletic coaches, lecturers, instructors, assistant professors, associate professors and professors and all academic staff employees — one-half time or more in the following non-supervisory classifications and subclassifications thereof: academic advisor, academic services officer, extension program coordinator, financial aids officer, health physicist, archivist, librarian, university counselor assistant, university counselor and university press editor but EXCLUDING assistant deans, associate deans and deans, assistant directors, associate directors, directors, adjunct faculty,* clinical faculty,* full-time affiliated faculty,* visiting faculty, research assistants and research associates, department chairpersons and associate department chairpersons in the colleges of Liberal Arts, Monteith, Engineering, Medicine, and Business Administration, division heads and associate divison heads in the College of Education, University Admissions Officer, Registrar, University Press Chief Editor, and all other executives and supervisory employees and all other employees.

**Non-salaried classifications.*

II.
PERSONNEL CLASSIFICATION

A. Information on Classification

The Association shall be provided information quarterly on the current classification of persons in the bargaining unit. The Association shall also be provided, twice a year, a list of the persons in the following excluded classifications:

1) Academic Directors, Academic Associate Directors, Academic Assistant Directors
2) Research Associates
3) Research Assistants
4) All Administrative Assistants

The Association shall be provided information at least monthly on individuals who were added to or deleted from the bargaining unit during the previous month and shall receive promptly copies of all letters of nonrenewal for members of the bargaining unit.

B. New Classification Titles

It is the policy of the University not to reduce the bargaining unit by arbitrary change in classification titles or to do so by creation of new classifications. The University agrees that if the functions of existing classifications are changed so that a classification is taken out of or put into the bargaining unit, or if new classifications are established covering comparable work as now being performed by any of the classifications in this Agreement, the University will notify the Association, and meet upon request of the Association, to discuss whether such new or changed classification should become part of the bargaining unit covered by this Agreement.

In the event of a dispute over the inclusion of a new or changed classification into the bargaining unit, or exclusion of a new or changed classification from the bargaining unit, a grievance may be filed under the Grievance Procedure contained in this Agreement.

C. Disputed Classification

A grievance concerning the University's classification of an individual may be filed by the Association under the Grievance Procedure contained in this Agreement, but this provision shall not apply to questions of promotion or tenure.

III.

ADMINISTRATION RIGHTS

All managerial and administrative rights and functions, except those which are abridged by this Agreement, are vested exclusively in the University's Administration.

IV.

ASSOCIATION RIGHTS

A. The University hereby agrees that all employees of the University in this bargaining unit shall have the right to organize freely, join, and support the Association for the purpose of engaging in collective bargaining. There shall be no discrimination by the University because of membership in the Association, or because of activities on behalf of the Association, nor shall any attempt be made to discourage membership in the Association.

B. The University shall not aid, promote, or finance any other group or organization which purports to engage in collective bargaining on behalf of employees in the bargaining unit covered by this Agreement.

V.

ASSOCIATION PRIVILEGES

A. University Facilities and Services

1. The Association shall be permitted reasonable use of existing bulletin boards for the publication of notices pertaining to the conduct of Association affairs.

2. The Association shall be afforded the privilege of scheduling periodic meetings on campus providing appropriate facilities are available. Requests for such space must follow regular University procedures.

3. The Association shall be afforded reasonable use of University campus mail services (including pick-up and delivery services) and auxiliary services and materials such as address labels/label affixing, material folding/insertion, envelopes, etc.

4. The Association shall be afforded the privilege of contracting for University duplicating, printing, audio-visual, photographic, computer, and food services, and such other services as may be contracted for by other campus organizations.

5. Any charges regularly assessed campus organizations for the use of any University services or facilities shall be levied against the Association when it uses such services or facilities.

6. In the event a problem arises concerning the appropriate use of University services or facilities, either the Association or the University may call for an immediate conference which shall be held between representatives of the University and the Association in an effort to reconcile the matter.

B. Information and Data

1. The University agrees to furnish to the Association in response to reasonable requests from time to time available information necessary for the Association to prepare for collective bargaining and to implement this Agreement. The Association shall receive promptly appropriate memoranda involving contract implementation policy and procedures having University-wide application.

2. It is understood that the University's willingness to comply with reasonable requests for information and data shall not be construed to require the University to compile information and statistics in the form requested if not already compiled in that form, unless mutually agreeable.

3. The Association shall receive all public Board of Governors docu-

ments, including agendas (in advance of the meetings), and minutes of all public meetings.

4. Upon request, the University agrees to furnish the Association one complimentary copy of all College and Division catalogs and schedules of classes and twenty-five (25) complimentary copies of any future editions of the Wayne State Faculty Handbook which may be published.

5. There shall be an Association representative on any University Parking Committee.

C. Telephones

The Association may install a 577-telephone extension for which the Association agrees to pay the installation and monthly charges. The University agrees to list the Association office in the Wayne State University Faculty and Staff Directory and, upon request, will furnish twenty-five (25) complimentary copies of the Faculty and Staff Directory to the Association.

D. Parking

The Association may receive two Master parking gate cards (for the regularly assessed fee) which the Association agrees will be used for official Association business only.

E. Printing of Agreement

Copies of this Agreement will be printed at the expense of the University and shall be provided for each member of the bargaining unit as soon as possible after ratification of the Agreement. In addition, the Association will receive two hundred (200) printed copies of the Agreement for its use.

F. Released Time

The University will provide for released time for the Association President, the Grievance Coordinator, and the Chief Negotiator during the period of negotiations.

If they are members of the faculty they will be given a one-course reduction in their teaching duties, and if they are members of the academic staff they will be released from their regular University duties for a period not to exceed 60 hours per quarter.

In order to allow the units to make suitable arrangements, the Association will notify the University as soon as possible but at least one quarter prior to the date of the commencement of the released time.

VI.

DEDUCTION OF ASSOCIATION DUES AND FEES

A. Authorization for Payroll Deduction for Association Dues and Fees

During the life of this Agreement or any extension thereof, the University agrees to deduct Association dues and fees levied in accordance with the By-Laws of the Association from the pay of each member of the bargaining unit who, through the Treasurer of the Association, voluntarily executes a standard form prepared by the University for "Authorization for Payroll Deduction of Association Dues and Fees" deductions.

Any submitted Authorization for Dues and Fees Deduction form which is incomplete or in error will be returned to the Treasurer of the Association.

B. Termination of Deduction Authorization

A member of the bargaining unit who has voluntarily authorized dues and fees deduction will cease to be subject to dues and fees deductions beginning with the month following receipt of a timely written notice to the Payroll Office canceling the authorization for such deductions. Such notice shall be timely if given within thirty (30) days prior to the anniversary date of the authorization.

C. Payment to the Association

The University will furnish the Treasurer of the Association, no later than the tenth (10th) of each month, a listing of all dues and fees deducted for the previous month from members of the bargaining unit. A check for all dues and fees deductions, payable to the Association, shall accompany the listing. The Association shall assume full responsibility for the disposition of all such monies turned over to the Treasurer of the Association.

D. When Dues and Fees Deductions Begin

Dues deduction under all properly executed Authorization for Deduction of Dues forms for each member of the bargaining unit, as submitted to the University by the Treasurer of the Association, shall become effective upon the signing of this completed Agreement, or earlier by mutual agreement between the University and the Association, for each pay period as prescribed under the By-Laws of the Association. The deductions shall begin as soon as possible following the receipt by the University of the Authorization Forms.

E. Limit of University's Liability

The University shall not be held liable to the Association by reason of the requirements of this Article for the remittance or payment of any sum other than that constituting actual authorized dues or fees deductions made from University wages. The Association shall indemnify and hold the University harmless from any liability which might arise because of the improper deduction of dues and fees made in accordance with this Article.

F. Refund Claims

In cases where a dues or fees deduction is made that duplicates payment already made to the Association, or where dues or fees deduction is not in conformity with the provisions of the By-Laws of the Association, refund to the claimant shall be made by the Association.

G. Disputes Concerning Dues or Fees Deductions

Any dispute which may arise as to whether or not a bargaining unit member properly executed or revoked an Authorization for Deduction of Dues and Fees form, shall be reviewed with the individual, an Association-appointed representative, and the University.

H. Payroll Deduction Form

AUTHORIZATION FOR PAYROLL DEDUCTION FOR UNION OR ASSOCIATION DUES

I hereby request and authorize Wayne State University to deduct 0.75% of my gross, regular, bi-weekly earnings (including regular summer earnings, if any) and to increase or decrease this percentage in accordance with the dues schedule, for remittance for my Association dues and/or authorized fees to the Wayne State University Chapter of the American Association of University Professors. I further authorize the University to remit such dues and fees to the Association at such times and in such manner as may be agreed upon by Wayne State University and the Association, at any time while this authorization is in effect.

I hereby waive all rights and claims for said monies paid in accordance with this authorization.

I voluntarily authorize this deduction but reserve the right to revoke this request effective on any anniversary date of this authorization, by written notice within thirty (30) days prior thereto, to the Personnel Office, Wayne State University.

I NAME _____ SOC. SEC. NO. _____

HOME ADDRESS _____ HOME PHONE _____

CITY _____ STATE _____ ZIP _____

COLLEGE OR DIVISION _____ DEPARTMENT _____

CLASSIFICATION _____ DATE HIRED _____

SIGNATURE _____ DATE _____

WAYNE STATE UNIVERSITY PERSONNEL DEPARTMENT COPY

VII.
PAST POLICIES

Except as modified by this Agreement, general personnel policies formally approved by the Board of Governors applicable to the entire Teaching Faculty and/or Academic Staff, prior to the date of this Agreement, shall remain in effect for members of this Bargaining Unit. Any grievance citing this article must indicate the specific statute or policy violated including date of adoption by the Board of Governors.

VIII.
NONDISCRIMINATION

Wayne State University and the Wayne State University Chapter of the American Association of University Professors recognize not only a legal obligation to members of the bargaining unit, but also a moral and educational responsibility to achieve equal employment opportunity within the University — both for the sake of fair employment practices and for the sake of meeting its educational objectives. Accordingly, it is agreed there shall be no discrimination on the basis of race, color, religion, political affiliation, political beliefs, political activities, national origin, marital status, age, sex, or physical handicap of those capable of performing their professional duties.

IX.
NO STRIKE / NO LOCKOUT

The Association agrees that, during the life of this Agreement and any extensions thereof, neither its officers nor its representatives will for any reason, directly or indirectly, call, sanction, approve any strike, walkout, slow-down, sit-down, stay-away, boycott of a primary or secondary nature, picketing, or any other form of interference which affects the operation of the University.

In the event that any member or members of the bargaining unit represented by the Association engage in any of the above activities, the President of the Association or a representative thereof shall, upon request from the appropriate University official, immediately notify the involved member(s) of the inappropriate nature of the activity and direct them to cease the activity and to resume their regular duties. The University reserves the right to take appropriate action where Association activities result in interference with any operation of the University.

The University agrees that during the term of this Agreement or any extensions thereof, it will not lock out any bargaining unit members covered by this Agreement.

X.

LAY-OFF AND RECALL PROCEDURES

It is understood that in a viable, complex and multifaceted University, it may be necessary to adjust programs and staff through normal attrition. Historically, this adjustment has been accomplished by not renewing term contracts in specific units, departments or colleges. This provision and accompanying procedures do not apply to this historic practice.

In circumstances other than those stated above it may be necessary because of substantial curtailment or discontinuance of a program or extraordinary financial exigency to make reductions in personnel. In such cases the following language shall apply.

The University President, or his/her designee, shall call a meeting between representatives of the Administration and of the Association to discuss potential solutions to problems which may arise because of a need to make such reductions in personnel.

In case of impending reduction in a unit which would require the layoff of bargaining unit members, the Provost shall appoint a committee from a slate of nominees furnished by the University Council which shall advise the Provost on the possible placement of the affected bargaining unit members in other units within the University. The slate shall contain two names for every person so appointed.

Layoffs and recalls shall be made from among bargaining unit members in the affected units, departments, programs or colleges consistent with the educational goals and program specialties of the affected departments, programs, colleges or units in the following order:

A. **Layoffs**

1. Normally, part-time faculty will be laid off first. In unusual circumstances when special experience is essential to the unit, a full-time or fractional-time faculty member may be laid off, while the part-time faculty member is retained. If the budgetary constraints prove it impossible to staff the range of courses with the full-time and/or fractional-time faculty, then the full-time and fractional-time faculty will be offered the opportunity to teach the courses on an overload basis without additional compensation rather than to use part-time faculty during the academic year.

2. A member of the bargaining unit about to be placed on layoff status shall be given *preference* in filling other vacant academic positions in the University for which he/she is qualified.

3. Non-tenured bargaining unit members shall be laid off during the term of their contracts, with those having the most service in the particular unit being laid off last.

4. Tenured and continuing service bargaining unit members shall be laid off with those having the most service laid off last.

B. Notice

Notice of layoff shall occur as follows:

1. Non-tenured barganing unit members who are laid off during the terms of their contracts, shall receive six (6) months' notice if the term contract expiration date is less than twelve (12) months away and shall receive twelve (12) months' notice if the term contract expiration date is more than twelve (12) months away.

2. Tenured or continuing service persons who are to be laid off shall receive eighteen (18) months' notice.

C. Continuation of Insurance Upon Layoff

1. A laid off bargaining unit member who has six (6) months or more of service shall be eligible to continue currently elected group medical, group life, and accidental death and dismemberment coverage with the same University subsidy as extended to active bargaining unit members for one hundred and eighty (180) days beyond the end of the month in which the bargaining unit member was laid off. In no case shall such coverage extend beyond the end of the month in which the laid off employee is reemployed elsewhere.

2. The laid off bargaining unit member shall request desired insurance coverage (in writing) within thirty-one (31) days after the end of the month in which he/she is laid off. Such bargaining unit members shall be invoiced monthly for their share of the premium.

D. Recall

Recall shall be in the following order:

1. Bargaining unit members who have tenure or continuing service shall have recall rights for two (2) years for an available academic position in accordance with their qualifications. Where practicable, recall shall be in inverse order of layoff. No new employee shall thereafter be hired for an academic position if the University is provided information on an annual basis that a previously laid off employee is available and if that laid off employee is qualified for that position.

2. Bargaining unit members who are on term contracts and who are laid off shall have recall rights through the end of their term contracts for an available academic position in accordance with their qualifications. Where practicable, recall shall be in inverse order of layoff. The University's obligation to employ a person for the remainder of a term contract shall not be taken as a claim for a renewal of such.

XI.

PARTICIPATION IN ASSOCIATION ACTIVITIES

Since the American Association of University Professors has historically been a professional organization, professional participation in Association Activities shall be credited as University service in the same manner that other professional service is credited.

All members of the bargaining unit shall be permitted to attend regularly scheduled meetings of the Association, or meetings of appropriate committees of the Association, without penalty, provided that such attendance does not interfere with the discharge of their Universty responsibilities.

XII.

COMPENSATION

Adjustments in the compensation of individual faculty members and academic staff members may be called for to reflect competitive changes in the academic market, to reward outstanding professional contributions, and to effect the correction of inequities.

Salaries, salary increases, and fringe benefits as specified in this Agreement are minimum requirements. The University may provide salaries, salary increases and fringe benefits in excess of these minima when such extra salaries and fringe benefits are essential for the maintenance or improvement of the academic quality of the Unit.

In such cases, there shall be prior review with the appropriate Department, College, or Unit salary committee except in unusual circumstances where it is impractical.

The University's implementation of any such salary and/or fringe benefits shall be reported to the salary committee of the Unit and to the Association and the required funds shall not be taken from current or future bargaining unit negotiated compensation increase pools.

A. Salary Adjustments for 1976-77

Effective July 1, 1976 for twelve-month employees and the first regular pay period associated with the beginning of the Fall Quarter, 1976 for nine-month employees, all bargaining unit members who served the University during 1975-76 and who were on the payroll as members of the bargaining unit as of June 9, 1976 shall be eligible for the following salary adjustments:

1. *Across-the-Board Salary Adjustments*

   Eligible bargaining unit members on both nine-month and twelve-month contracts shall have their 1976-77 salaries increased by 5.4% on the first $10,000 of salary plus 3.0% on the second $10,000 of salary plus 1.5% on the third $10,000 of salary.

2. *Promotional Salary Adjustment*

   Each bargaining unit member who is promoted to a higher rank effective between July 1, 1976 and June 30, 1977 shall receive, effective the date of promotion, an increase in base salary of $500 or an increase to the minimum salary of the new rank, whichever is greater.

3. *Salary Committees*

   a. *Faculty*

      In each department/division in the Colleges/Schools of Business Administration, Education, Engineering, Liberal Arts, Medicine, and Monteith and in each division in the College of Lifelong Learning and in the College of Pharmacy and Allied Health Professions and in each of the Colleges/Schools of Health and Physical Education, Law, Nursing, and Social Work there shall be a faculty salary committee.

      The faculty salary committees shall consist of not fewer than three tenured members of the Tenure and Promotion Committee of that unit elected by its faculty, and such other faculty from the unit as the faculty may elect. A majority of the committee membership shall consist of tenured members. If a unit has fewer than four tenured members, such members shall constitute the majority of the committee. The chairperson or dean/director (or his/her designee) shall chair the salary committee with vote.

   b. *Academic Staff*

      There shall be an academic staff salary committee in each of the following units: Academic Advising Division in the College of Liberal Arts, Archives, each division in the College of Lifelong Learning, University Libraries, and Universty Office of Admissions.

The academic staff salary committees shall consist of not fewer than three tenured members of the Tenure and Promotion Committee of that unit elected by its academic staff, and such other academic staff from the unit as the academic staff may elect. A majority of the committee membership shall consist of tenured members. If a unit has fewer than four tenured members, such members shall constitute the majority of the committee. The dean/director (or his/her designee) shall chair the salary committee with vote.

4. *Selective Salary Adjustments*

Each of the salary committees specified in Section A.3. of this Article shall be allotted a selective salary increase pool equal to 0.6% of the 1975-76 base salaries of the eligible members of the unit. The salary committees will distribute the selective salary funds to the eligible members of their units.

For those cases in which faculty members and academic staff members are assigned to units without salary committees, the selective salary pool equal to 0.6% of their 1975-76 base salaries will be placed with the deans/directors for distribution to eligible members of their units.

5. *President's - Deans'/Directors' Selective Salary Adjustment Fund*

The President, through the deans and directors, shall make additional selective salary adjustments in the amount of $108,000 to eligible members of the bargaining unit.

6. *Cost-of-Living Adjustment to Base*

Each eligible member of the bargaining unit shall receive an increase of $298 added to his/her 1975-76 base salary.

7. *Grievances*

No individual may grieve his/her salary adjustment under Sections A.4. and A.5. of this Article.

B. Salary Adjustments for 1977-78

Effective July 1, 1977 for twelve-month employees and the first regular pay period associated with the beginning of the Fall Quarter, 1977 for nine-month employees, all bargaining unit members who served the University during 1976-77 and who were on the payroll as members of the bargaining unit as of June 7, 1977 shall be eligible for the following salary adjustments:

1. *Across-the-Board Salary Adjustments*

Eligible bargaining unit members on both nine-month and twelve-

month contracts shall have their 1977-78 salaries increased by 5.1% on the first $10,000 of salary plus 3.25% on the second $10,000 of salary plus 2.0% on the third $10,000 of salary.

2. *Promotional Salary Adjustment*

   Each bargaining unit member who is promoted to a higher rank effective between July 1, 1977 and June 30, 1978 shall receive, effective the date of promotion, an increase in base salary of $500 or an increase to the minimum salary of the new rank, whichever is greater.

3. *Salary Committees*

   There shall be salary committees as described in Section A.3. of this Article.

4. *Selective Salary Adjustments*

   Each of the salary committees specified in Section A.3. of this Article shall be allotted a selective salary increase pool equal to 0.6% of the 1976-77 base salaries of the eligible members of the unit. The salary committees will distribute the selective salary funds to the eligible members of their units.

   For those cases in which faculty members and academic staff members are assigned to units without salary committees, the selective salary pool equal to 0.6% of their 1976-77 base salaries will be placed with the deans/directors for distribution to eligible members of their units.

5. *President's - Deans'/Directors' Selective Salary Adjustment Fund*

   The President, through the deans and directors, shall make additional selective salary adjustments in the amount of $113,000 to eligible members of the bargaining unit.

6. *Grievances*

   No individual may grieve his/her salary adjustment under Sections B.4. and B.5. of this Article.

C. Cost of Living Supplements for 1976-77 and 1977-78

The University and the Wayne State University Chapter of the American Association of University Professors agree that bargaining unit members shall receive a Cost of Living Supplement as follows:

1. The amount of the Cost of Living Supplement shall be calculated as provided below in accordance with changes in the U.S. Bureau of Labor Statistics Consumers Price Index for Urban Wage Earners and Clerical Workers in Detroit (1967=100) herein referred to as the Detroit Index.

2. Effective April 1, 1977, each employee covered by this Agreement and who is eligible as described in paragraph 4 below, shall receive a Cost of Living Supplement at the rate of $3.25 per year for every 0.1 increase in the Detroit Index between July 1976 and February 1977 to be paid in quarterly installments not to exceed $48.00 each.

   The supplements shall be payable no later than the third full pay period following the quarterly effective dates of April 1, 1977, July 1, 1977, October 1, 1977 and January 1, 1978.

3. In addition, effective April 1, 1978 and payable no later than the third full pay period following April 1, 1978, the quarterly Cost of Living Supplement shall be increased at the rate of $3.25 per year for every 0.1 increase in the Detroit Index between February 1977 and February 1978. The maximum Cost of Living Supplement payable over the term of this Agreement shall be $341.00.

4. To be eligible for a given quarterly supplement, an employee must have received a regular salary check on the payroll date shown below:

Supplement Date	*Payroll Eligibility Date*
April 1, 1977	March 9, 1977
July 1, 1977	June 1, 1977
October 1, 1977	September 7, 1977 (for 12-month employees); June 15, 1977 (for returning 9-month employees)
January 1, 1978	December 14, 1977
April 1, 1978	March 8, 1978

   Employees eligible for a given quarterly supplement will all receive checks for the same gross dollar amount. Employees on fractional-time appointments will receive a prorated amount, except for employees on sabbatical leaves who will receive the full amount.

5. In no event will a decline in the Detroit Index provide the basis for a reduction in the previously determined supplement amount. Cost of Living Supplement payments provided for in this Agreement shall not be incorporated into the employee's base salary.

6. The parties agree that the continuance of the Cost of Living Supplement for the duration of this Agreement is dependent upon availability of the Detroit Index in its present form and calculated on the same basis as the Detroit Index for July 1975 unless otherwise agreed by the parties. Should the BLS discontinue or change

the basis of calculating the Detroit Index, the parties agree to ask the BLS to continue the existing agreement on a consistent basis for the duration of the Agreement.

7. The Cost of Living Supplements provided for under this Agreement shall end on June 30, 1978, and the University shall have discharged its obligation under this Article by payment of the Cost of Living Supplement for the second quarter of 1978.

D. Salary Schedules

1. *Faculty*

The salary schedules, applicable to all colleges, schools, and divisions of the University for the four regular instructional ranks for nine-month appointees, are given below. The schedule for faculty members on twelve-month assignments is 120% of the corresponding nine-month salaries. Salaries beyond the authorized maxima may be recommended subject to the specific approval of the Board of Governors. However, the authorized maxima shall not apply to salary adjustments under Sections A, B, and C of this Article and such adjustments shall be implemented without separate Board approval.

a. SCHEDULE FOR 1976-77

	9-month		*12-month*	
Rank	*Minima*	*Maxima*	*Minima*	*Maxima*
Instructor	9,800	14,000	11,760	16,800
Assistant Professor	11,500	20,900	13,800	25,080
Associate Professor	14,500	26,500	17,400	31,800
Professor	17,700	35,400	21,240	42,480

b. SCHEDULE FOR 1977-78

Instructor	10,200	14,500	12,240	17,400
Assistant Professor	12,000	21,750	14,400	26,100
Associate Professor	15,100	27,500	18,120	33,000
Professor	18,400	36,800	22,080	44,160

2. *Academic Staff*

The salary schedules applicable to academic staff classifications for twelve-month appointees are given below. The schedule for academic staff members on nine-month appointments is 5/6 of the corresponding twelve-month salaries. Salaries beyond the

authorized maxima may be recommended subject to the specific approval of the Board of Governors. However, the authorized maxima shall not apply to salary adjustments under Sections A, B, and C of this Article and such adjustments shall be implemented without separate Board approval.

SALARY SCHEDULE FOR 1976-77

Classification	*Range*	*Minima*	*Maxima*
Academic Advisor I	3	9,260	12,030
Academic Advisor II	5	10,770	14,030
Academic Advisor III	8	13,100	16,880
Academic Advisor IV	12	15,750	20,610
Academic Services Officer I	4	10,020	13,100
Academic Services Officer II	8	13,100	16,880
Academic Services Officer III	11	15,120	19,680
Academic Services Officer IV	15	17,760	23,390
Archivist I	5	10,770	14,030
Archivist II	8	13,100	16,880
Archivist III	11	15,120	19,680
Archivist IV	15	17,760	23,390
Extension Program Coordinator I	5	10,770	14,030
Extension Program Coordinator II	9	13,800	17,750
Extension Program Coordinator III	13	16,440	21,470
Financial Aids Officer I	4	10,020	13,100
Financial Aids Officer II	7	12,340	16,090
Financial Aids Officer III	11	15,120	19,680
Health Physicist I	6	11,590	15,150
Health Physicist II	8	13,100	16,880
Librarian I	5	10,770	14,030
Librarian II	8	13,100	16,880
Librarian III	11	15,120	19,680
Librarian IV	15	17,760	23,390
University Counselor Assistant I	2	8,570	11,170
University Counselor Assistant II	4	10,020	13,100
University Counselor I	7	12,340	16,090
University Counselor II	11	15,120	19,680
University Counselor III	15	17,760	23,390
University Press Editor I	2	8,570	11,170
University Press Editor II	5	10,770	14,030

b. SALARY SCHEDULE FOR 1977-78

Classification	*Range*	*Minima*	*Maxima*
Academic Advisor I	3	9,630	12,510
Academic Advisor II	5	11,200	14,590
Academic Advisor III	8	13,620	17,560
Academic Advisor IV	12	16,380	21,430
Academic Services Officer I	4	10,420	13,620
Academic Services Officer II	8	13,620	17,560
Academic Services Officer III	11	15,720	20,460
Academic Services Officer IV	15	18,470	24,330
Archivist I	5	11,200	14,590
Archivist II	8	13,620	17,560
Archivist III	11	15,720	20,460
Archivist IV	15	18,470	24,330
Extension Program Coordinator I	5	11,200	14,590
Extension Program Coordinator II	9	14,350	18,460
Extension Program Coorinator III	13	17,100	22,320
Financial Aids Officer I	4	10,420	13,620
Financial Aids Officer II	7	12,840	16,730
Financial Aids Officer III	11	15,720	20,460
Health Physicist I	6	12,050	15,760
Health Physicist II	8	13,620	17,560
Librarian I	5	11,200	14,590
Librarian II	8	13,620	17,560
Librarian III	11	15,720	20,460
Librarian IV	15	18,470	24,330
University Counselor Assistant I	2	8,910	11,620
University Counselor Assistant II	4	10,420	13,620
University Counselor I	7	12,840	16,730
University Counselor II	11	15,720	20,460
University Counselor III	15	18,470	24,330
University Press Editor I	2	8,910	11,620
University Press Editor II	5	11,200	14,590

E. Recommended Salaries for New Bargaining Unit Members

Insofar as practicable, the department chairperson (or appropriate administrative officer) shall consult with the appropriate salary committee regarding initial salaries of prospective members of the bargaining unit.

F. Medical Insurance

1. Medical insurance is available to members of the bargaining unit through contracts and agreements executed by the University with Massachusetts Mutual Life Insurance Company and the Metro Health Plan (CHA). All such employees working 50% or more time and all persons on long-term disability shall be eligible to participate in one of the two programs but not both. The University shall provide a subsidy of payment of full cost for the bargaining unit member's insurance and one-half (½) of the cost of insurance for his/her dependents based upon the cost of Massachusetts Mutual major medical insurance rates.
2. New members of the bargaining unit should choose one of these programs at time of employment. Dependents may be enrolled at the University group rates within 31 days of the bargaining unit member's effective date of hire.
3. The Massachusetts Mutual plan becomes effective on the date of employment, except when the bargaining unit member is absent from work and disabled on what otherwise would be the effective date. In such case it shall not become effective until the first day on which he/she is actively at work on his/her regular schedule.
4. The Metro plan becomes effective the first of the month following the month the bargaining unit member becomes employed and completes an application form.
5. In the event the bargaining unit member fails to apply within the first month, he/she will be required to submit evidence of insurability if coverage is requested under the Massachusetts Mutual plan. If coverage is under the Metro plan, he/she must wait until the next enrollment period.
6. All bargaining unit members who qualify for retirement after age 55 from Wayne State University are eligible for the Retiree's Program of Medical Insurance, which is written by both the Massachusetts Mutual Life Insurance Company and the Metro Health Plan (CHA). Retirees shall be responsible for paying the full premium.
7. The University may cancel the Metro Health Plan (CHA) coverage provided it accords members of the bargaining unit conversion privileges to Massachusetts Mutual coverage and provided there are 6.5% or fewer bargaining unit members participating in the plan.

G. Long Term Disability Income Insurance

1. The University, at no cost to the staff member, provides a program of disability income insurance.

2. Participation begins after the staff member has completed three (3) full years of service at the University.

3. Benefits for an insured staff member begin after six (6) months of continuous total disability for as long as the disability continues or until the affected individual retires, but in any case, not beyond age 65.

4. Under this plan the individual will receive a monthly income benefit which, including any disability benefits from social security and workmen's compensation, is equal to 60% of a person's basic salary up to $1,000 per month, plus 40% of any basic salary in excess of $1,000 per month, but not to exceed a benefit of $1,500 monthly. The monthly income benefit will never be less than $50. It also provides for a waiver of annuity premiums for an insured staff member participating in the TIAA/CREF Retirement Plan.

H. Retirement Program

1. Full-time members of the bargaining unit with two (2) years of University service, and who have attained thirty (30) years of age, shall be eligible to participate in the retirement program. Appropriate exceptions may be made only with the approval of the Board of Governors.

2. Wayne State University retirement benefits are provided through contracts with the Teachers Insurance and Annuity Association (TIAA) and the College Retirement Equities Fund (CREF). The participant contributes a minimum of 5% of his/her regular salary, and the University contributes 10% toward the purchase of retirement annuities, which may be distributed between TIAA and CREF according to the regulations of those organizations. Retirement contributions are based on regular contractual salary or wages, but not on overtime or supplemental remuneration for extra services.

3. Full-time members of the bargaining unit, immediately upon employment, may, on an individual basis, choose to participate in the retirement program without University subsidy.

I. Life Insurance

1. All members of the bargaining unit on a fractional or full-time basis will be provided with $5,000 non-contributory life insurance. Bargaining unit members may purchase additional amounts of supplemental life insurance at subsidized and graduated rates by election of Option No. 2 or 3 below. All eligible bargaining unit members shall be entitled to elect one of the following:

Option No. 1 $5,000 non-contributory insurance only.

Option No. 2 $5,000 non-contributory insurance plus supplemental insurance equal to one times annual salary.

Option No. 3 $5,000 non-contributory insurance plus supplemental insurance equal to two times annual salary.

2. A member of the bargaining unit who participated in the Wayne State University TIAA-CREF retirement program for five (5) years and retires after age 55 shall qualify for the retirement life insurance policy in force (currently $2,500) upon retirement, fully paid by the University.
3. A member of the bargaining unit who does not have the five (5) years of TIAA-CREF participation and retires under a University retirement program after age 55 with ten (10) years of University service shall also qualify for the retirement life insurance policy in force (currently $2,500) upon retirement.
4. Members of the bargaining unit shall have the privilege of conversion of the remaining amount of their group life insurance to any standard policy issued by the insurance company without physical examination.
5. Arrangements shall be made with the University's life insurance carrier to issue an optional, emergency, partial life insurance benefit up to two thousand dollars ($2,000) of the five thousand dollars ($5,000) non-contributory, group term life insurance policy provided by the University for each member of the bargaining unit, to a legal beneficiary (other than a minor, guardian of a minor, or the estate of the insured) within twenty-four hours of proper notification of death. "Proper notification" shall consist of the submission to the Staff Benefits Office of a legal death certificate or a letter over the signature of the spouse or a close relative of the deceased. The University shall be responsible for notifying the beneficiary of the availability of this option when the University becomes aware of the death of a member of the bargaining unit.

J. Vacations

Full-time, twelve-month employee members of the bargaining unit are granted earned vacation days at their regular rate of pay after an initial four months of service, amounting to twenty-two (22) working days per year. Vacation days earned, but not used, may be accumulated up to forty-four (44) days.

Vacation days must be scheduled in advance with the appropriate chairperson or dean/director and shall be approved in accordance with the operational needs of the unit and shall be reported on the University's official Payroll Exception Report.

Upon request of a member of the bargaining unit, the University shall pay the member in advance for the time he/she will be absent on vacation provided that the member gives at least five (5) working days notice of such request and provided that the vacation period for which this advance payment is sought is for at least five (5) working days.

Before termination of employment, or before transfer from a twelve-month to a nine-month appointment, a bargaining unit member shall utilize the vacation days in his/her current vacation bank prior to the agreed-upon termination or transfer date. Under special circumstances, the Provost may waive this requirement.

In the event of the death of a member of the bargaining unit, his/her estate shall be entitled to payment for all accumulated vacation days.

K. Holidays

The seven (7) holidays consisting of Independence Day, Labor Day, Thanksgiving Day, Day after Thanksgiving, Christmas Day, New Year's Day and Memorial Day shall be official University paid holidays.

L. Christmas/New Year's Closure

Twelve-month bargaining unit members will be given time off with pay between Christmas and New Year's. Any bargaining unit member required to work between Christmas and New Year's will be given compensatory time off at a later date.

XIII.

LEAVES OF ABSENCE

A. Leaves of Absence Without Pay

1. *Professional and Personal Leaves*

It is recognized that a policy permitting leaves of absence without pay for professional objectives or for personal reasons may under certain circumstances be beneficial to both the individual and the University.

a. *Eligibility*

To be eligible for a professional or personal leave of absence without pay, a member of the bargaining unit shall have two years of continuous, full-time service in the bargaining unit. Under certain circumstances, the Provost or his/her designated representative may waive the two-year eligibility requirement.

b. *Application for Leave*

The member of the bargaining unit shall submit in writing to his/her department chairperson or immediate supervisor the request for the leave stating the reasons for the leave, the period of absence, and the date of return.

c. *Approval*

Upon the recommendation of the department chairperson or immediate supervisor and subject to the concurrence of the dean or director, as appropriate, a leave of absence without pay may be granted by the Provost or his/her designated representative.

d. *Length of Leave*

Leaves of absence without pay may be granted for a period not to exceed twelve months. Under exceptional circumstances, a leave or any extension thereof may be extended for a limited period not in excess of one year. A request shall be submitted in writing stating the reasons for the requested extension at least ninety (90) days prior to the termination of the current leave. The beginning and ending dates of a leave will normally coincide with the beginning and ending of an academic term. Leaves of absence without pay shall not be counted toward the maximum period of pretenure employment.

Leaves of absence without pay for individuals employed on a limited term contract cannot extend beyond the original contract termination date and cannot serve to extend the contract period.

e. *Fringe Benefits*

A member of the bargaining unit may exercise his/her option (in writing) for continuance of medical and life insurance coverage at the full group rate cost, and without University subsidy, for the period of the leave, not to exceed a maximum of two years. For those individuals who are eligible for the University's long-term disability insurance coverage and who are engaged in full-time study for an advanced degree, or active work in the field of education or research (such as Fulbright, foundation grant, or governmental project), long-term disability insurance coverage shall be extended for the period of the leave, not to exceed two years.

f. *Return from Leave*

If a member of the bargaining unit does not return to work by the date of leave expiration, he or she shall be considered to have voluntarily resigned from the University unless he/she

was unable to return due to extenuating circumstances beyond his/her control.

If, in the event of extenuating circumstances beyond his/her control, a member of the bargaining unit who is engaged in full-time study for an advanced degree, or active work in the field of education or research, or who is on a personal leave for family responsibilities, wishes to return to work before the expiration of the leave of absence without pay, he or she must submit a written request for return to work to the department chairperson or immediate supervisor. In such cases the University shall restore the indivdual to the payroll either at the beginning of the next academic term or within thirty (30) days of receipt of the written notification of intent to return, whichever waiting period is longer. In no event shall nine-month employees be reinstated to the payroll during the summer term under the provisions of this clause. At the University's discretion the indivdual may be returned to the payroll before the end of the above stated waiting periods.

Any member of the bargaining unit who has been on leave of absence without pay is required to take and pass a medical examination given or authorized by the University Health Service before the individual may return to work. If the individual does not pass the examination and has been engaged in full-time study for an advanced degree or active work in the field of education or research, or on a personal leave for family responsibilities, he/she shall be placed on the short-term disability leave for which he/she is eligible in accordance with Article XIII, Section C.1.

In the event that a member of the bargaining unit who is engaged in full-time study for an advanced degree or active work in the field of education or research, or on a personal leave for family responsibilities, is disabled while on leave, he/she shall be placed on the short-term disability leave for which he/she is eligible in accordance with Article XIII, Section C.1., and such leave without pay shall terminate.

The following payroll deductions in effect prior to the leave of absence shall be reinstated: life insurance, health insurance, retirement, dues, and tax deductions.

g. *Salary Increases*

The base compensation rate of a member of the bargaining unit shall be augmented by all general increases which he/she would have received had he/she not been on leave and by selective increases approved through the regular channels.

2. *Military Leave*

The University agrees to comply with the Federal and State Veterans Employment Acts.

B. Professional Leaves

1. *Authorized Short-Term Absences*

a. Absences for outside professional activities related to University responsibilities, which necessitate absence from the bargaining unit member's usual University operating location, may be approved with pay for periods up to thirty (30) working days.

b. Requests for authorized absences should be filed by the bargaining unit member with his/her chairperson or dean/director at least two (2) weeks prior to the start of the proposed activity and at least three (3) weeks prior to activity outside of the United States.

c. Approval is given by the University President or his/her designee.

2. *Sabbatical Leaves*

The Provost or his/her designee may grant sabbatical leaves of absence to members of the faculty and academic staff for the purpose of encouraging scholarly and professional achievement for the mutual benefit of the University and the grantee. However, no more than five (5) percent of the members of the bargaining unit with tenure or continuing service may be on sabbatical leave in any one quarter. Under extraordinary circumstances this maximum may be exceeded at the discretion of the Provost.

a. *Eligibility*

1) A sabbatical leave may be granted for one, two, or three quarters to any bargaining unit member who holds continuing service or tenure status at the beginning of the proposed period of leave and who meets the following additional requirements of eligibility.

2) An applicant shall have served at least eighteen quarters of regular full-time contractual employment in the University since his/her initial appointment to academic staff or faculty classifications or since a previous sabbatical leave. The elapsed quarters need not be consecutive, but no more than three quarters shall be counted for any one fiscal year.

b. *Applications*

1) Applications for sabbatical leave shall include the following:

(a) The presentation of a definite plan for the scholarly use of the sabbatical leave.

(b) An indication of the specific quarter(s) for which the leave is requested.

(c) A description of any fellowship and/or grant pending or secured at the time of making application for sabbatical leave.

(d) The applicant's agreement to return to service with the University for three quarters in the four-quarter period immediately following expiration of the leave; or to refund the compensation paid him/her by the University during his/her leave, unless this obligation is specifically waived or deferred by the University President or his/her designee.

(e) The applicant's agreement to submit a written report on the extent to which he/she has achieved the purpose for which the leave was granted.

2) Within each department or equivalent unit, all applications for sabbatical leaves shall be submitted to the chairperson or equivalent administrator no later than January 15 of the fiscal year preceding the University fiscal year in which the leave is to begin, and applications shall be forwarded to the Provost or his/her designee through normal administrative channels. If there is more than one application for sabbatical leaves from a department or equivalent unit, the applications shall be reviewed and ranked by the department or equivalent unit personnel committee; and the report of this committee shall be forwarded to the Provost through normal administrative channels by February 1 after the January 15 filing deadline. Notification of the decision on the application shall be given to the applicant by March 15.

c. *Conditions of Leave*

1) An applicant shall agree to return to service with the University for three quarters in the four-quarter period immediately following expiration of his/her leave; or to refund the compensation paid him/her by the University during his/her leave, unless this obligation is specifically waived or deferred by the University President or his/her designee.

2) An individual on sabbatical leave shall not give, for compensation, personal service unrelated to his/her sabbatical leave project, other than what the University would consider acceptable for a faculty or academic staff member of the University not on leave. Any service for compensation shall be reported to and must be approved in advance by the Provost or his/her designee.

3) Formal study for an advanced degree is not normally acceptable as a sabbatical leave project. Exceptions to this regulation require the written approval of the dean (director) of the candidate's college (division) prior to the filing of the application.

4) Persons on the nine-month payroll are normally granted sabbatical leaves only for the duration of specifically stated whole quarters. Exceptions to this regulation require the written approval of the dean or director prior to the filing of the application.

5) For persons employed on the twelve-month payroll, a quarter of service shall be interpreted to mean three (3) calendar months of service.

d. *Length*

1) A sabbatical leave may be granted for one, two or three quarters.

2) Faculty members on the nine-month payroll are not granted sabbatical leaves for the Summer Quarter. Hence the Spring and Fall Quarters of a given *calendar* year are regarded as consecutive.

e. *Sabbatical Leaves Committee*

1) There shall be a University Sabbatical Leaves Committee consisting of six (6) persons and chaired by the Provost or his designee. These six (6) persons shall be selected by the Provost from a slate of twelve (12) or more bargaining unit members submitted by the University Council. The Provost or his/her designee shall be a member *ex-officio* of the of the Committee (without vote).

2) The functions of this committee shall be:

(a) To evaluate all applications and to rank those applications which the Committee deems worthy of approval for sabbatical leaves;

(b) to advise the Provost of its recommendations; and

(c) to recommend to the various elements of the University any need for change in the sabbatical leave policy.

f. *Compensation and Benefits*

1) For each quarter on sabbatical leave the individual shall receive as compensation a percentage of the compensation he/she would have received were he/she not on leave, such

percentage to be determined by the number of quarters elected for th sabbatical leave, as follows:

One Quarter	80%
Two Quarters	70%
Three Quarters	60%

2) During a sabbatical leave the individual's contract with the University shall remain unimpaired. The individual shall be eligible for all scheduled adjustments and for all other applicable benefits which would have been provided to him/her by the University were he/she not on leave.

3) Persons on the twelve-month payroll do not earn vacation days while on sabbatical leave. Any days in the vacation bank shall be retained pending the individual's return from sabbatical leave.

C. Leaves of Absence With Pay

It is recognized that leaves of absence with pay are appropriate for illness, for personal emergencies, and for the performance of certain civic functions.

A leave of absence with pay is a leave during which a member of the bargaining unit is not required to perform regular University duties, but is retained on the payroll of the University at his/her normal compensation rate for periods during which he/she is normally on the payroll.

1. *Short-term Disability Leave for Illness*
   a. Full-time members of the bargaining unit who are on the payroll shall receive full compensation (one-ninth of the academic year compensation per month for nine-month employees) for periods of disability of up to one month plus an additional number of months equal to the number of years of service completed, the total of such benefits not to exceed six (6) months' compensation in any twelve-month period. Nine-month bargaining unit members on the summer payroll who become disabled during the summer will begin receiving short-term disability compensation at the time the disability occurs. The disability compensation will be at the summer rate and will not extend beyond the period of the summer appointment. If the bargaining unit member is still disabled at the beginning of the Fall Quarter, he/she may continue on short-term disability in the normal manner. Bargaining unit members shall be responsible for promptly notifying their department chairperson, dean, or immediate supervisor of each day of illness absence.

b. Any member of the bargaining unit, as defined in 1.a., is required to file with the University Health Service a report from his/her attending physician if surgery has been performed, or if he/she has been absent more than fourteen (14) consecutive calendar days, or for fifteen (15) business days, whether or not consecutive, in any one fiscal year. The University may require additional medical reports by the bargaining unit member's physician to be filed periodically, and the bargaining unit member may be required to take periodic medical examinations given by (or authorized by) the University Health Service or by a physician mutually agreeable to the University and the member.

c. Any member of the bargaining unit who has undergone surgery, who has been hospitalized, or who, because of illness, has been absent over a period of fourteen (14) consecutive calendar days is required to take and pass a medical examination given by (or authorized by) the University Health Service before he/she may return to work.

d. A member of the bargaining unit, as defined in 1.a. who has five (5) or more years of continuous, full-time service in the bargaining unit and who has exhausted his/her short-term disability bank and vacation days and for whom there is a likelihood for eligibility for long-term disability insurance benefits, shall be maintained on the University payroll at one-half compensation for the remainder of the six (6) month short-term disability period.

e. A bargaining unit member who has been on short-term disability leave and has medical approval from the University Health Service may return to work on a fractional-time basis. He/she shall receive fractional compensation for the work performed and the appropriate fractional-time short-term disability benefit for the time that he/she has remaining in his/her short-term disability bank.

2. *Mandatory Sick Leave*

In the event that there is sufficient evidence as determined by the University Health Service, to indicate that a member of the bargaining unit is suffering from a physical and/or mental illness or disability sufficiently serious to affect materially such person's ability to properly fulfill the duties and responsibilities of his/her position, the person may be placed on Mandatory Sick Leave. The Mandatory Sick Leave Statute is no longer applicable to members of the bargaining unit; however, decisions made by the University under this contract provision shall be subject to the Grievance Procedure entering at Step Two.

3. *Personal Emergencies*

a. Each day of absence for a personal emergency as provided in this section shall be deducted from the short-term disability bank as described in Section 1.a. above, and shall be reported on the University's official Payroll Exception Report.

b. A member of the bargaining unit shall be given a leave of absence with pay for not more than five (5) days in the event of the death of a member of the immediate family. "Immediate family" is defined as: spouse, parent, sibling, child, grandparent, parent-in-law, sibling-in-law, child-in-law, and grandchild. Other persons shall be considered members of the immediate family only if living in the immediate household.

c. A member of the bargaining unit shall be given a leave of absence with pay of not more than five(5) consecutive working days for emergency care of a seriously ill or injured member of the immediate family (as defined above).

d. After six (6) months of service, a member of the bargaining unit may take up to two (2) days for personal reasons during a fiscal year. Sufficient prior notice shall be given to the chairperson, dean/director or his/her designee, as appropriate.

4. *Civic Obligations*

a. *Court and Related Duties*

Any member of the bargaining unit who must be absent from his/her regular duties by reason of jury duty shall receive compensation from the University equal to the difference between his/her regular University compensation and the amount received by the member for serving, and the University shall continue his/her fringe benefits based upon his/her full University salary. The University shall not request a change in the dates of jury duty assignments of a nine-month bargaining unit member without the written consent of the member.

b. *Short-term Military Leave*

Any member of the bargaining unit required to perform unexpected military obligations during his/her regular University assignment (not including persons inducted into military service under the selective service laws or in attendance at regularly scheduled military reserve or National Guard training programs, including summer training camps) shall be granted short-term military leave not to exceed thirty (30) days.

Such a person shall receive compensation from the University equal to the difference between his/her regular University compensation and the amount received by the member for military service, and the University shall continue to pay the normal

University subsidy of fringe benefits even though the bargaining unit member may not be eligible for life insurance, medical insurance, or disability insurance while on military leave.

D. Maternity Leaves of Absence

It is recognized that a flexible and effective maternity leave program can facilitate professional continuity for female faculty and academic staff. In this spirit, the following options are available for pregnant members of the bargaining unit:

1. *Short-term Disability Leave*

   For actively employed members of the bargaining unit, absences due to a temporary illness caused or contributed to by pregnancy, childbirth and/or recovery therefrom, shall be covered under Short-term Disability Leave for Illness as specified in Section C.1. of this Article.

2. *Maternity Leave of Absence Without Pay*

   A pregnant member of the bargaining unit who wishes to cease work for reasons other than for medical necessity may apply, if eligible, for a leave of absence without pay under Section A. of this Article.

XIV.

FRACTIONAL-TIME EMPLOYEES

All members of the bargaining unit employed fifty percent (50%) time or more (but less than one hundred percent [100%] time) at Wayne State University, shall be fractional-time employees within the bargaining unit. Fractional-time members of the bargaining unit shall receive the same University subsidy for the health insurance program and for the full five thousand dollars ($5,000) non-contributory group term life insurance coverage as are provided by the University for full-time members of the bargaining unit. In addition, based upon their fractional-time salaries, fractional-time members of the bargaining unit shall be eligible for the supplemental life insurance option, Social Security, Workman's Compensation, and for official University-paid holidays. Fractional-time members of the bargaining unit who were enrolled in the TIAA-CREF retirement plan while on a full-time basis, may continue to participate in the retirement plan while on fractional time. Effective as of the signing of this Agreement, twelve-month fractional-time bargaining unit members shall accrue vacation days in proportion to the fraction of time worked. Beginning with July 1, 1972, short-term disability benefits shall accrue to fractional-time members in proportion to the fraction of time worked.

XV.

ADMINISTRATION-ASSOCIATION MEETINGS

Representatives of the University Administration and representatives of the Association shall confer at such reasonable times as either party may request to consider problems concerning this Agreement or other matters of mutual concern.

XVI.

ADMINISTRATION OF AGREEMENT

A. The Wayne State University Chapter of the American Association of University Professors and the University administration share responsibility to insure no loss of scheduled teaching duties or other professional academic assignments in carrying out their responsibilities associated with the implementation of this Agreement, except as permitted in Section B. of this Article and Section F. of Article V. Upon written request, the University shall endeavor to re-schedule the regular duties of Association-appointed representatives for reasonable periods of time for the administration of this Agreement.

B. Every effort shall be made to schedule negotiation sessions and other necessary AAUP-University meetings in such a way as to eliminate the loss of scheduled class time, to minimize adjustments of academic staff duty time, and also to limit the number of persons engaged in scheduled sessions or meetings.

C. It is understood that no additional payments to any member(s) of the Association shall be made for time devoted to the handling of scheduled grievance sessions or contract negotiation meetings.

XVII.

GRIEVANCE PROCEDURE

A. Intent

Wayne State University and the Wayne State University Chapter of the American Association of University Professors agree that they will use their best efforts to encourage the prompt settlement of grievances. The orderly processes hereinafter set forth shall be used for the resolution of grievances.

Nothing in this Grievance Procedure shall limit the existing right of an individual member of the bargaining unit to communicate with any person in the University administration.

B. Definition

A Grievance is a complaint, claim, or dispute arising under and during the term of this Agreement. Grievances are limited to matters of interpretation or application of express provisions of this Agreement except those provisions which are specifically excluded from the grievance procedure.

C. Informal Procedure for Handling Grievances

Any individual member of the bargaining unit, at any time, may present a grievance and have the grievance adjusted without participation of the Association, if the adjustment is not inconsistent with the terms of this Agreement.

Before a formal grievance may be filed, the grievant shall discuss the grievance with the appropriate chairperson or other administrative official, unless specifically provided for elsewhere in this Agreement, in order to facilitate a prompt settlement.

In the event that the complaint is not resolved satisfactorily in this discussion between the grievant and the appropriate administrative official, the grievant may return for further discussion accompanied by an Association-appointed representative.

D. Filing of a Grievance

A grievance may be filed conjointly by an individual member of the bargaining unit and by an authorized representative of the Association with the consent of the individual. Group grievances which have department, college, division, or bargaining unit wide effect may be filed by the Association at the appropriate step of the procedure provided that no grievance may be initiated at Step Four, unless specifically provided for elsewhere in this Agreement.

E. Formal Procedure for Handling Grievances

Step One:

If the matter is unresolved by the informal procedure, the Association representative shall submit the grievance in writing on forms provided by the University to the appropriate chairperson or other designated administrative official, stating the nature of the grievance, including relevant facts, the provision(s) of the contract alleged to have been violated and the adjustment sought.

The grievance must be presented in writing and receipted by the appropriate University representative within thirty (30) calendar days following the time at which the grievant could have reasonably been aware of its occurrence.

Within seven (7) calendar days of receipt of the written grievance, the appropriate administrative representative shall arrange a

meeting among the grievant, an Association-appointed representative and the chairperson and, at his/her discretion, another administrative representative. A written answer to the grievance shall be forwarded by the department chairperson to the Association with a copy to the grievant within seven (7) calendar days of the meeting.

Any grievance not appealed in writing and receipted by the appropriate University representatives within twenty-one (21) calendar days after an answer shall be considered settled on the basis of the last answer and not subject to further review.

If a timely meeting is not arranged, the Association may proceed to Step Two of the grievance procedure, providing it does so within twenty-one (21) calendar days of the filing of the grievance.

If a meeting is arranged but a timely written answer is not forwarded to the Association, the Association may proceed to Step Two of the grievance procedure, providing it does so within twenty-one (21) calendar days of the time of the meeting.

Step Two:

If the Association does not accept the answer at Step One, if a timely meeting is not arranged, or if no timely answer is provided, the Association may present the grievance at Step Two. The grievance must be presented to the dean or his/her designee or the director or his/her designee.

Within seven (7) calendar days of receiving the grievance, the dean or his/her designee or the director or his/her designee shall arrange a meeting among the grievant, one or two Association-appointed representatives and the dean/director or his/her designee, and at his/her discretion, the chairperson and/or a third administration representative to discuss the grievance. A written answer to the grievance shall be forwarded by the dean/director to the Association with a copy to the grievant within ten (10) calendar days of the meeting.

Any grievance not appealed in writing and receipted by the appropriate University representative within twenty-one (21) calendar days after the answer shall be considered settled on the basis of the last answer and not subject to further review.

If a timely meeting is not arranged, the Association may proceed to Step Three of the grievance procedure, provided it does so within twenty-one (21) calendar days after the initiation of Step Two.

If a meeting is arranged but a timely answer is not forwarded to the Association, the Association may proceed to Step Three of the grievance procedure, provided it does so within twenty-one (21) calendar days of the time of the meeting.

Step Three:

If the Association does not accept the answer at Step Two, if a

timely meeting is not arranged, or if no timely answer is provided, it may present the grievance at Step Three. The grievance shall be submitted to the Provost or his/her designated representative.

Within fourteen (14) calendar days of receiving the grievance, the Provost or his/her designee shall arrange a meeting between the grievant, one, two, or three Association-appointed representatives and the Provost or his/her designee, and, at his/her discretion, the dean or his/her designee, the chairperson, and/or a fourth administration representative. A written answer to the grievance shall be forwarded by the Provost to the Association with a copy to the grievant within fourteen (14) calendar days of the meeting.

Any grievance not appealed in writing and receipted by the appropriate University representative within twenty-one (21) calendar days after an answer, shall be considered settled on the basis of the last answer and not subject to further review. After fourteen (14) days the Association will be notified that the grievance will be considered settled unless the Association responds within seven (7) calendar days.

If a timely meeting is not arranged, the Association may proceed to Step Four of the grievance procedure providing it does so within twenty-one (21) calendar days of the intiation of Step Three.

If a meeting is arranged but a timely answer is not forwarded to the Association, or the Association finds the answer unacceptable, the Association may proceed to Step Four of the grievance procedure provided it does so within twenty-one (21) calendar days of the time of the meeting.

Step Four:

The grievance shall be submitted to the President or his/her designated representative.

The Association and the University President shall each appoint one representative from within the University who shall meet to choose a mutually agreeable third person.

If the parties are unable to choose a third person within seven (7) calendar days, the American Arbitration Association shall be requested by either or both parties to provide a list of five (5) arbitrators. All five (5) members of this list shall be employed full time by a college or university, other than Wayne State University. The University and the Association shall each rank the five (5) names and strike from the list names that are unacceptable. The American Arbitration Association shall then designate from this list the name that is most acceptable to both parties. If no name from the list is acceptable to both parties, the American Arbitration Association shall be requested to furnish a second list of five (5) names, and the process shall be repeated. In the event that no name is acceptable to both parties from the second list, the

Regional Director of the American Arbitration Association shall be asked to designate the third person to serve on the panel. This person shall be a full-time employee of a college or university, other than Wayne State University, whose name has not appeared on any of the previous lists.

This three person panel shall then conduct a hearing to begin as soon as possible after the designation of the third person. There shall be no formal rules of evidence, and the panel shall operate in accord with the prevailing rules of the American Arbitration Association. Each party may present its own witnesses, and if it so desires, the panel may also call witnesses of its own.

The panel's jurisdictional authority is defined and limited to the determination of a grievance as defined in Section B. of this Article. The panel shall have no power to add to or to subtract from or modify any of the terms of this Agreement, and its findings shall be consistent with the terms of this Agreement. Also excluded from the panel's jurisdiction are grievances related to promotion, tenure, and reappointment, unless provided for elsewhere in this Agreement. The panel shall issue its decision within thirty (30) calendar days after the conclusion of testimony, argument, and submission of briefs.

The award of the panel shall be based exclusively on evidence presented at the hearing. There shall be no appeal from the decision of the panel. It shall be final and binding on the part of the Association, bargaining unit members and the University.

F. Right to Counsel

At any step of the grievance procedure, the appointed representative(s) of either the Association or the administration may be an attorney who is a full-time employee of Wayne State University, or the representative for the Association may be the Association attorney. An attorney shall not participate at any level of the grievance procedure unless the other party has been afforded an opportunity in advance to have an attorney present.

At Step Four of the grievance procedure only, the grievant may be represented by counsel of his/her choice and shall be solely responsible for the fees and expenses of such counsel.

G. Extensions of Time Limits

Time limits set forth herein, subsequent to the filing of the grievance as specified in Section E., may be extended by mutual agreement. At the option of the grievant, the Association, or the administration, the processing of a grievance (filed by a nine-month employee) which would take place in a summer term in order to meet the time limit specified in this Article, may be postponed until the beginning of the next academic term.

H. Settlements

In no event shall the University's liability antedate thirty (30) days before the filing of the grievance nor will the University be required to pay any interest, penalty, or other cost, except as provided for in the letter of agreement, Reference: Compensation Settlements, dated March 7, 1973.

I. Expenses

The professional fee and expenses of the third person on the panel shall be borne equally by the Association and the University. All other expenses shall be borne by the party incurring them.

J. Withdrawal of Grievance

The Association may withdraw a grievance at any step of the grievance procedure, and such withdrawal shall be without prejudice.

K. Rights of Management

While a grievance is pending, all managerial and administrative rights and functions, except those which are abridged by this Agreement, are vested exclusively in the University's Administration.

L. Additional Time for Internal Appeal

If the Association advises the University during any of the above-specified 21-day periods that an internal appeal is in progress, the Association shall be given an additional twenty-one (21) calendar days in which to appeal to the next step. The fact of such internal appeal shall not be used against the grievant in any step of the grievance procedure.

XVIII.
SELECTION ADVISORY COMMITTEES

Every committee formed to seek and recommend candidates for the position of department chairperson (or to recommend reappointment of a department chairperson or appointment of an acting chairperson) shall include not less than fifty percent (50%) membership of bargaining unit members from the department for which the chairperson is being sought, except in the clinical departments of the School of Medicine or in those University departments whose small size makes it impractical to comply with this provision, in which case the membership of the committee shall include not less than fifty percent (50%) bargaining unit members.

Prior to the appointment or reappointment of a chairperson or acting chairperson in those cases in which there is no selection advisory

committee, the dean will consult with the departmental personnel committee, and/or the department tenured faculty, and/or the department tenured and non-tenured faculty.

Every committee formed to seek and recommend candidates for the position of dean, or Director of Libraries (or to recommend reappointment of a dean or Director of Libraries, or appointment of an acting dean or Acting Director of Libraries) shall include not less than twenty-five percent (25%) membership of bargaining unit members from the school, college, or division for which the dean or director is being sought.

Prior to the appointment or reappointment of a dean or acting dean in those cases in which there is no selection advisory committee, the President (or his designee) will consult with a faculty committee from the college.

XIX.

VALIDITY

In the event that any portion of this Agreement is declared to be or becomes inoperative under State or Federal law or by any court decision, the balance of the Agreement shall remain in full force and effect, and the parties hereto agree to meet and renegotiate, if possible, the inoperative portion of the Agreement.

XX.

DURATION OF AGREEMENT AND CESSATION OF BARGAINING

This Agreement shall become effective on the date of signing and shall continue in full force and effect until midnight of June 30, 1978 when it shall terminate. If either party desires to modify or amend this Agreement, it shall give the other party written notice to that effect not more than one hundred twenty (120) days and not less than ninety (90) days prior to June 30, 1978. Such written notice shall be sent by registered or certified mail to the other party.

The University and the Association agree that the settlement made effective as of the effective date of this Agreement is in full settlement of all contract issues in dispute between the parties and both parties waive their rights to all bargaining on such issues and any other issues unless mutually agreed to by the parties.

XXI.

TERM APPOINTMENTS

A. A term appointment is an employment contract for a specified period of time. Term appointments shall be in writing and shall indicate compensation, and the period of the appointment. Any special conditions related to the term appointment shall be included in the letter of offer.

B. Qualified individuals, upon the recommendation of the departments/divisions and colleges, may be granted, in the ranks of instructor and above and in the academic staff classifications, term appointments which are limited to a maximum of seven years of full-time service at this University. Full-time service in the rank of assistant professor or higher at an accredited baccalaureate granting institution other than Wayne State University shall be counted for up to three years unless the faculty member and the dean concur in a request for a reduction in service credit during the faculty member's first year at Wayne State University.

C. Appointment procedures shall provide written notice of nonrenewal of appointment at least six months prior to expiration of a one-year term appointment. Where the term appointment is for two or more academic years, written notice shall be provided at least twelve months prior to the expiration of the appointment. Failure to provide notice, however, shall not constitute a basis of claim for tenure. After seven years of service at Wayne State University, assistant athletic coaches and athletic coaches shall be provided at least eighteen months' written notice of nonrenewal of appointment.

D. Annually, the chairperson, dean or director (as appropriate), after consultation with the unit tenure committee shall discuss with each bargaining unit member on a term contract his/her professional performance. A summary of this review shall be kept on file in the department/division or college, as appropriate, along with supporting or dissenting material provided by the individual. Neither the summary nor the discussion shall imply any commitment to recommend tenure.

E. If in the opinion of a bargaining unit member and the Association, the bargaining unit member has improperly been denied renewal of a term appointment, a Step III grievance may be filed for the purpose of requesting a reconsideration. After the Step III meeting the decision to grant a reconsideration will be at the discretion of the Provost. If the Provost denies reconsideration he/she shall

provide his/her written reason for his/her decision to the Association. The matter shall in no case be carried forward to Step IV of the grievance procedure.

F. Except where modified by this Article the University's existing term appointments statutes shall remain in full force and effect.

G. Except for procedural matters, all matters related to term appointments are not subject to the Grievance Procedure (Article XVII).

XXII.

TENURE PROCEDURES

A. Definition

Tenure is a contractual status previously defined in the Statutes of the Board of Governors. Tenure is granted by the Board of Governors upon recommendation of the President in accordance with the procedures set forth below. There is no right to receive tenure but there is a right to fair consideration for tenure as prescribed in this Article.

B. Eligibility

Instructors, lecturers, assistant athletic coaches, and athletic coaches may not hold tenure. Any member of the faculty or the academic staff, who has completed more than three years full-time service at Wayne State University, must, upon application, be considered as a candidate for tenure and formally assessed on the basis of the criteria and according to the procedures described below. Highly qualified individuals may be recommended for tenure regardless of their length of service. In rare and unusual circumstances a fractional-time faculty or academic staff member serving 50% time or more may be granted and hold fractional-time tenure.

C. Basis for Tenure Recommendations

The parties agree that the basic functions of the University are the transmission and generation of knowledge. We intend this article to further this commitment.

A recommendation for tenure is based upon a candidate's qualifications in the light of specific department/division, college, and University consideration. The assessments of a faculty candidate's qualifications shall be based upon excellence in teaching and in scholarly achievement or, for a faculty candidate in the creative or performing arts, in creative professional achievement. The assessments of an academic staff candidate's qualifications shall be based

upon excellence in job performance and in appropriate scholarly or professional achievement. Consideration shall also be given to non-instructional service to the department, college, and/or University and/or public and/or professional service which benefits the University.

Assessments of a candidate's qualifications must take into consideration both performance to date and prospects for continued excellence based on that performance.

There shall be no establishment of a fixed proportion of tenured to nontenured faculty in the University, in any college, or in any department/division.

D. Procedures

1. *Faculty Recommendations for Tenure*

   a. Each department/division in the Colleges/Schools of Business Administration, Education, Engineering, Liberal Arts, Medicine, and Monteith, and each division in the College of Lifelong Learning and in the College of Pharmacy and Allied Health Professions, and each of the Colleges/Schools of Health and Physical Education, Law, Nursing, and Social Work shall delineate, as far as is practical, those factors that will be considered in the evaluation of the candidate's qualifications with respect to the criteria in Section C of this Article and to those department/division and college/school factors that may have a bearing on the tenure recommendations. Such statements shall be reviewed biennially and must receive the approval of the dean/director of the college/school prior to implementation. Statements effective in a given academic year shall have been approved by July 1 of the previous fiscal year and shall be distributed to each faculty member in the unit.

   b. *Department/Division Committee*

   The faculty of each department/division in the Colleges/Schools of Business Administration, Education, Engineering, Liberal Arts, Medicine, and Monteith, and each division in the College of Lifelong Learning and in the College of Pharmacy and Allied Health Professions shall elect a committee of tenured faculty which shall be responsible for evaluating candidates and for making tenure recommendations. A two-thirds affirmative vote of the membership of the committee shall be required for a recommendation for the granting of tenure. The department/division chairperson (or unit head) shall chair the committee without vote. The

recommendations of the committee for the granting of tenure, together with its assessments and supporting documents, shall be forwarded to the department/division chairperson.

c. *Department/Division Chairperson*

Upon receipt of the department/division committee recommendations the chairperson shall attach his/her recommendations and shall forward both sets of recommendations to the dean of the college. The chairperson, after consultation with the department/division committee, may also initiate recommendations for the granting of tenure which, along with supporting documents and assessments, shall be forwarded to the dean; the committee may also forward its assessments and supporting documents to the dean. The chairperson shall notify a faculty member when the department/division committee has recommended him/her for tenure or when the chairperson initiates a recommendation for tenure. A faculty member may withdraw his/her name from consideration for tenure. If no recommendation for tenure is being sent to the dean of the college and it is the faculty member's fourth, fifth, or sixth year of service at Wayne State University, the faculty member shall be so notified in writing by the chairperson.

In a department/division with fewer than three tenured faculty members, not including the chairperson, the chairperson shall possess the authority and functions of the department/division committee. In such units the chairperson will consult with the tenured faculty members prior to initiating a tenure recommendation.

d. *College (or School) Committee*

The faculty of each college shall elect a committee of tenured faculty which shall be responsible for evaluating candidates and for making tenure recommendations for only those candidates who have been recommended by the department/division committees and/or the chairperson. The College of Engineering may choose to elect a separate college-wide committee to consider tenure recommendations from the Division of Engineering Technology. There shall be no college-wide committees for the Colleges of Lifelong Learning and Pharmacy and Allied Health Professions. A two-thirds affirmative vote of the membership of the committee shall be required for a recommendation for the granting of tenure. The dean (or his/her designee) shall chair the committee without vote. The recommendations of the committee shall

be forward to the dean together with its assessments and supporting documents.

In the Colleges/Schools of Health and Physical Education, Law, Nursing, and Social Work, the college committee may initiate tenure recommendations.

e. *Dean of the College*

Upon receipt of the college committee recommendations, the dean shall attach his/her recommendations to those of the committee. Those recommendations that have received the endorsement of the college committee and/or the dean shall be forwarded, along with the supporting documents and assessments, to the Office of the President. The dean, after consultation with the appropriate department/division and college committees, may also initiate recommendations for the granting of tenure which, along with supporting documents and assessments, shall be forwarded to the Office of the President. A faculty member of a college not listed in Section D.1.b. may withdraw his/her name from consideration for tenure. If no recommendation for tenure is being sent to the Office of the President for those faculty members considered at the college level and it is the faculty member's fourth, fifth or sixth year of service at Wayne State University, the faculty member shall be so notified in writing by the dean.

2. *Academic Staff Tenure Recommendations*

a. The academic staff collegial units as referred to below shall comprise the academic staff members in: Academic Advising Division in the College of Liberal Arts, Archives, each division in the College of Lifelong Learning, University Libraries, and University Office of Admissions.

b. The academic staff collegial units (defined above) and the dean/director in all other units where academic staff personnel are assigned, shall delineate, as far as is practical, those factors that will be considered in the evaluation of the candidate's qualifications with respect to the criteria in Section C of this Article and to those department/division/college factors that may have a bearing on the tenure recommendations. Such statements shall be reviewed biennially and must receive the approval of the dean/director prior to implementation. Statements effective in a given academic year shall have been approved by July 1 of the previous fiscal year and shall be distributed to each academic staff member in the unit.

c. *Academic Staff Collegial Units*

1) *Academic Staff Collegial Tenure Committees*
The academic staff in each of the academic staff collegial units shall elect a committee of tenured members which shall be responsible for evaluating candidates and for making tenure recommendations. A two-thirds affirmative vote of the membership of the committee shall be required for a recommendation for the granting of tenure. The dean/director (or his/her designee) shall chair the committee without vote. The recommendations of the committee, together with its assessments and supporting documents for the granting of tenure, shall be forwarded to the dean/director.

2) *Dean/Director of the Academic Staff Collegial Units*
Upon receipt of the academic staff collegial unit tenure committee recommendations the dean/director (or his/her designee) shall attach his/her recommendations to those of the committee. Those recommendations that have received the endorsement of the tenure committee and/or the dean/director shall be forwarded, along with the supporting documents and assessments, to the Office of the President. The dean/director (or his/her designee), after consultation with the committee, may also initiate recommendations for the granting of tenure which, along with supporting documents and assessments, shall be forwarded to the Office of the President. An academic staff member may withdraw his/her name from consideration for tenure. If no recommendation for tenure is being sent to the Office of the President for an academic staff member and it is the academic staff member's fourth, fifth, or sixth year of service at Wayne State University, the academic staff member shall be so notified in writing by the dean/director.

In an academic staff collegial unit with fewer than three tenured academic staff members, not including the dean/director, the dean/director shall possess the authority and functions of the academic staff collegial unit tenure committee. In such units the dean/director will consult with the tenured academic staff members prior to initiating a tenure recommendation.

d. *Other Academic Staff Classifications*
Those academic staff members who are not members of units specified in Section D.2.a. of this Article shall be evaluated for the purpose of making tenure recommendations by their

deans/directors (or their designees). The dean/director shall notify an academic staff member when a recommendation for tenure has been initiated. An academic staff member may withdraw his/her name from consideration. If no recommendation for tenure is being sent to the Office of the President for an academic staff member and it is the academic staff member's fourth, fifth or sixth year of service at Wayne State University, the academic staff member shall be so notified in writing by the dean/director.

3. *Office of the President*

The Office of the President shall review all recommendations for tenure forwarded from the various colleges, schools, and divisions for the purpose of making a final decision upon whether to recommend tenure.

Seven persons shall be appointed by the President from a slate of at least fourteen tenured faculty members nominated by the University Council to serve on the University Tenure and Promotion Committee which shall advise the Provost on faculty tenure cases for which he/she seeks counsel. The Provost shall submit to the committee and the committee shall consider those cases in which his/her decision is not to recommend tenure. If the committee disagrees with the Provost's decision not to recommend tenure, the committee's recommendation will be transmitted to the President. The Provost may also seek the committee's counsel on other tenure decisions. The University Tenure and Promotion Committee shall be responsible for evaluating and making tenure recommendations for only those tenure cases submitted to it by the Provost.

In cases where the candidate is a member of the academic staff, the University Tenure and Promotion Committee shall consist of four academic staff members appointed by the President from a slate of at least eight tenured academic staff members nominated by the University Council along with three members from the faculty committee defined above.

The President retains the ultimate right to initiate or review any tenure recommendation, including the assessment of the candidate's qualifications, and to make affirmative recommendations to the Board of Governors. However, whenever the President initiates a tenure recommendation he/she will first consult with the tenure committee in the appropriate unit. If the President does not recommend for tenure any candidate who received an endorsement for tenure from the college/division committee and/or the dean/director, the candidate may request in writing from the Office of the President, within

fifteen days after written notice, the compelling reason(s) for such failure to recommend. The Office of the President will provide such reason(s) in writing within thirty days.

4. *Time Schedule*

Each year the Office of the President shall establish a time schedule for the submission of tenure recommendations to the Office of the President and for the submission of the President's affirmative recommendations to the Board of Governors.

E. Appeal Procedures

1. *Appeal of Department/Division Decisions*

If neither the department/division committee nor the department/division chairperson recommends tenure, the candidate may, within fifteen days after written notice of the decisions, request, in writing, a reconsideraton of the decision by the department/division tenure committee and/or by the chairperson. The candidate may, at his/her option, appear before the committee.

If on reconsideration the chairperson and/or the department/divsion tenure committee decide to recommend the candidate for tenure. then the chairperson shall notify the candidate of the decisions and shall forward the recommendations in the usual manner. But if after reconsideration the chairperson and the department/division tenure committee both reaffirm their negative recommendations, then the chairperson shall notify the candidate of the decision not to recommend tenure.

In the event that neither the department/division committee nor the chairperson recommends the granting of tenure to a candidate, the candidate may, within fifteen days after written notice of the decision, forward his/her application for tenure, along with supporting documents, to the dean of the college.

2. *Appeal of the College/Division Decison*

a. *Faculty*

If neither the college committee nor the dean recommends tenure, the chairperson and/or the department/division committee may, within fifteen days after written notice of the decision, request, in writing, reconsideration by the college tenure committee and/or the dean.

In those colleges without department/division tenure committees and where there is no recommendtion for tenure, the candidate may, within fifteen days after written notice

of the decision, request reconsideration by the college tenure committee and/or the dean. The candidate may, at his/her option, appear before the college committee.

b. *Academic Staff*

If neither the academic staff collegial tenure committee nor the dean/director recommends tenure, the candidate may, within fifteen days after written notice of the decision, request, in writing, reconsideration by the tenure committee and/or the dean/director. The candidate may, at his/her option, appear before the tenure committee.

In those colleges/divisions without academic staff collegial tenure committees and where there is no recommendation for tenure, the candidate may, within fifteen days after written notice of the decision, request reconsideration by the dean/director. If after reconsideration the dean/director reaffirms his/her negative recommendation, the candidate may forward his/her application for tenure, along with supporting documents, to the Office of the President.

3. *Grievance*

If, in the opinion of the candidate and the Association, the failure to recommend the award of tenure was, at any level, based substantially on the candidate's exercise of his/her constitutional rights or was due to a violation of this Agreement, the candidate may file a grievance at Step III of the Grievance Procedure (Article XVII). If the grievance proceeds to arbitration, the arbitrator's authority shall be limited to a determination of whether the alleged violation did occur. If the arbitrator finds that a violation as specified in this section did occur, then the President shall conduct an appropriate review and may, in his/her review of the case, consult with qualified scholars from outside the University.

4. *Initiation of Appeal Procedures*

When a faculty member or an academic staff member has completed more than three years of full-time service at Wayne State University, he/she may initiate, one time only, the appeal procedure described in Sections E.1, E.2, and E.3 of this Article.

F. Except where modified by this Article the University's existing tenure statute shall remain in full force and effect.

G. Except as specified in this Article, all matters related to tenure are not subject to the Grievance Procedure (Article XVII).

XXIII.

PROMOTION PROCEDURES

A. Faculty

1. *Definition*

   Appointments to the faculty may be made in the ranks of Instructor, Assistant Professor, Associate Professor or Professor. Promotion is the advancement of a faculty member from one of these ranks to the next.

2. *Basis for Promotion Recommendation*

   A recommendation for promotion is based upon a candidate's qualifications in the light of specific department/division, college and University considerations and not primarily upon length of service in rank. The assessments of a candidate's qualifications shall be based upon excellence in teaching and in scholarly achievement or, for a candidate in the creative or performing arts, in creative professional achievement. Consideration shall also be given to non-instructional service to the department, college, and/or University and/or public and/or professional service which benefits the University.

   Assessments of a candidate's qualifications must take into consideration proven abilities, professional experience, and potential for continued professional growth as appropriate to the candidate's current and contemplated ranks.

3. *Procedures*

   a. *Recommendations for Promotion*

      Each department/division in the Colleges/Schools of Business Administration, Education, Engineering, Liberal Arts, Medicine, and Monteith, and each division in the College of Lifelong Learning and in the College of Pharmacy and Allied Health Professions, and each of the Colleges/Schools of Health and Physical Education, Law, Nursing, and Social Work shall delineate, as far as is practical, those factors that will be considered in the evaluation of the candidate's qualifications with respect to the criteria in Section A.2. of the Article and to those department/division and college/school factors that may have a bearing on the promotion recommendations. Such statements shall be reviewed biennially and must receive the approval of the dean/director of the college/school prior to implementation. Statements effective in a given academic year shall have been approved by July 1 of the previous fiscal year

and shall be distributed to each faculty member in the unit. Annually the unit promotion committee and the chairperson or dean/director (as appropriate) shall review each faculty member of the department/college with regard to the appropriateness of his/her rank.

b. *Department/Division Committee*

The department/division tenure committees in the Colleges/Schools of Business Administration, Education, Engineering, Liberal Arts, Medicine and Monteith and in each division in the College of Lifelong Learning and in the College of Pharmacy and Allied Health Professions shall also serve as the promotion committees and shall be responsible for evaluating candidates and for making promotion recommendations. A two-thirds affirmative vote of the eligible membership of the committee shall be required for a recommendation for promotion. No member of the committee shall participate in or vote on a promotion recommendation to a rank higher than his/her current rank. The department/division chairperson (or unit head), regardless of rank, shall chair the committee without vote. The recommendations of the committee for promotion, together with its assessments and supporting documents, shall be forwarded to the department/division chairperson.

c. *Department/Division Chairperson*

Upon receipt of the department/division committee recommendations the chairperson shall attach his/her recommendations and shall forward both sets of recommendations to the dean of the college. The chairperson, after consultation with the department/division committee, may also initiate recommendations for promotion which, along with supporting documents and assessments, shall be forwarded to the dean; the committee may also forward its assessments and supporting documents to the dean. The chairperson shall notify a faculty member when the department/division committee has recommended him/her for promotion or when the chairperson initiates a recommendation for promotion. A faculty member may withdraw his/her name from consideration for promotion.

In a department/division with fewer than three tenured faculty members, not including the chairperson, the chairperson shall possess the authority and functions of the department/division committee. Prior to initiating a promotion recommendation in such units, the chairperson will consult with those tenured faculty members who hold rank higher than that of the candidate.

d. *College (or School) Committee*

The college tenure committee shall also serve as the college promotion committee and shall be responsible for evaluating candidates and for making promotion recommendations for only those candidates who have been recommended by the department/division committees and/or the chairperson. A two-thirds affirmative vote of the membership of the committee shall be required for a recommendation for promotion. No member of the committee shall be considered for promotion. The dean (or his/her designee) shall chair the committee without vote. The recommendations of the committee shall be forwarded to the dean together with its assessments and supporting documents.

In the Colleges/Schools of Health and Physical Education, Law, Nursing, and Social Work, the college committee may initiate promotion recommendations.

e. *Dean of the College*

Upon receipt of the college committee recommendations the dean shall attach his/her recommendations to those of the committee. Those recommendations that have received the endorsement of the college committee and/or the dean shall be forwarded, along with the supporting documents and assessments, to the Office of the President. The dean, after consultation with the appropriate department/division and college committees, may also initiate recommendations for promotion which, along with supporting documents and assessments, shall be forwarded to the Office of the President. A faculty member of a college listed in A.3.d. may withdraw his/her name from consideration for promotion.

B. Academic Staff

1. *Definition*

Classifications within the academic staff consist of a general classification title and a series of ranks within that classification. A promotion within an academic staff classification is an advancement from one sequential level to the next higher level in that classification.

2. *Basis for Promotion Recommendations*

a. *University Libraries and Archives*

A recommendation for promotion is based upon a candidate's qualifications in light of specific Libraries/Archives and University considerations and not primarily upon length of service

in rank. The assessments of a candidate's qualifications shall be based on excellence in job performance and in appropriate scholarly or professional achievement. Consideration shall also be given to non-instructional service to the Libraries/Archives and/or University and/or public and/or professional service which benefits the University.

Assessments of a candidate's qualifications must take into consideration proven professional abilities, professional experience and potential for continued professional growth and leadership as appropriate to the candidate's current and contemplated ranks.

The Librarians/Archivists shall delineate, as far as is practical, those factors that will be considered in the evaluation of the candidate's qualifications with respect to the above criteria and those Libraries/Archives factors that may have a bearing on the promotion recommendations. Such statements shall be reviewed biennially and must receive the approval of the director prior to implementation. Statements effective in a given academic year shall have been approved by July 1 of the previous fiscal year and shall be distributed to each librarian/archivist.

Annually, the unit promotion committee and the director shall review each librarian/archivist with regard to the appropriateness of his/her rank.

b. *Other Academic Staff Units*

For an academic staff member other than a librarian/archivist, opportunities for promotion shall be made available as authorized position vacancies occur within an academic staff member's classification.

As such vacancies occur, they shall be communicated under existing University policies. A vacancy may be filled by promotion, by reclassification, or by appointment from outside the University. If a vacancy is filled by a promotion from within the unit the vacancy need not be communicated, except that in academic staff units which do not have academic staff collegial promotion committees. the vacancy shall be communicated within the unit.

Applicants for an existing vacancy shall be judged upon their qualifications and according to the duties and responsibilities of the vacant position.

An academic staff member may also be promoted based on a reevaluation of the position and upon his/her qualifications, excellence in job performance, and demonstrated professional

achievement. Vacancy communications for such promotions are not required. If positions upgraded in this fashion later become vacant, they may be filled at a lower rank.

3. *Procedures*

a. *Academic Staff Collegial Promotion Committees*

The academic staff collegial tenure committees shall also serve as the promotion committees and shall be responsible for evaluating candidates and for making promotion recommendations. A two-thirds affirmative vote of the eligible membership of the committee shall be required for a recommendation for promotion. No member of the committee shall participate in or vote on a promotion recommendation to a rank higher than his/her current rank. The dean/director (or his/her designee) shall chair the committee without vote. The recommendations of the committee shall be forwarded to the dean/director together with its assessments and supporting documents.

b. *Deans/Directors*

Upon receipt of the committee recommendations the dean/director (or his/her designee) shall attach his/her recommendations to those of the committee. Those recommendations that have received the endorsement of the committee and/or the dean/director shall be forwarded, along with the supporting documents and assessments, to the Office of the President. The dean/director (or his/her designee), after consultation with the committee, may also initiate recommendations for promotion which, along with supporting documents and assessments, shall be forwarded to the Office of the President. The dean/director shall notify an academic staff member when the committee has recommended him/her for promotion or when the dean/director initiates a recommendation for promotion. An academic staff member may withdraw his/her name from consideration for promotion.

In an academic staff collegial unit with fewer than three tenured academic staff members, not including the dean/director, the dean/director shall possess the authority and functions of the academic staff collegial promotion committee. Prior to initiating a promotion recommendation in such units, the dean/director will consult with those tenured academic staff members who hold rank higher than that of the candidate.

C. Office of the President

The Office of the President shall review all recommendations for

promotion forwarded from the various colleges, schools, and divisions for the purpose of making a final decision upon whether to grant or to recommend promotion in accordance with the authority delegated to the President by the Board of Governors.

The University Tenure and Promotion Committee shall advise the Provost on faculty and academic staff promotion cases for which he/she seeks counsel. The Provost shall submit to the committee and the committee shall consider those cases in which his/her decision is not to recommend promotion. The Provost is not required to submit to the University Tenure and Promotion Committee those cases that are "promotions to vacancies" for academic staff. (See Section B.2.b.) If the committee disagrees with the Provost's decision not to recommend promotion, the committee's recommendation will be transmitted to the President. The Provost may also seek the committee's counsel on other promotion decisions.

The President retains the ultimate right to grant or to recommend promotion.

If the President does not recommend for promotion any faculty member or academic staff member from a unit which has a collegial promotion committee who received an endorsement for promotion from the college/division or academic staff committee and/or the dean/director or any academic staff member from a unit which does not have a collegial promotion committee who received an endorsement for promotion from the University Tenure and Promotion Committee, the candidate may request in writing from the Office of the President, within fifteen days after written notice, the compelling reason(s) for failure to grant or recommend promotion. The Office of the President will provide such reason(s) within thirty days. This paragraph does not apply to those cases which are "promotions to vacancies" for members of the academic staff.

Each year the Office of the President shall establish a time schedule for the submission of promotion recommendations to the Office of the President, except for recommendations for "promotions to vacancies" for academic staff which may be submitted at any time.

D. Appeal Procedures

1. *Notification*

   A faculty member or academic staff member may request written notification from the chairperson/dean/director (as appropriate) if he/she is not being recommended for promotion.

2. *Initiation of Appeal Procedures*

a. *Faculty*

According to length of full-time service in rank at Wayne State University as follows — instructor, after three years in rank; assistant professor, after five years in rank; and associate professor, after eight years in rank — faculty members may initiate the appeal procedures described in Sections D.3., D.4.a., and D.5. of this Article.

b. *Librarians/Archivists*

According to length of full-time service in rank at Wayne State University as follows — Librarian I/Archivist I, after three years in rank; Librarian II/Archivist II, after six years in rank; and Librarian III/Archivist III, after eight years in rank — librarians/archivists may initiate the appeal procedure described in Sections D.4.b. and D.5. of this Article.

c. *Other Academic Staff Classifications*

After three years of full-time service in rank at Wayne State University an academic staff member may initiate the appeal procedures as described in Sections D.4.b. and D.5. of this Article.

3. *Appeal of Faculty Department/Division Decisions*

If neither the department/division committee nor the department/division chairperson recommends promotion, the candidate may, within fifteen days after written notice of the decisons, request, in writing, a reconsideration of the decision by the department/division promotion committee and/or by the chairperson. The candidate may, at his/her option, appear before the committee.

If on reconsideration, the chairperson and/or the department/division promotion committee decide to recommend the candidate for promotion, then the chairperson shall notify the candidate of the decisions and shall forward the recommendations in the usual manner. But if after reconsideration the chairperson and the department/division promotion committee both reaffirm their negative recommendations, then the chairperson shall notify the candidate of the decision not to recommend promotion.

In the event that neither the department/division committee nor the chairperson recommends promotion of a candidate, the candidate may, within fifteen days after written notice of the decision, forward his/her application for promotion, along with supporting documents, to the dean of the college.

4. *Appeal of the College/Division Decision*

a. *Faculty*

If neither the college committee nor the dean recommends promotion, the chairperson and/or the department/division committee may, within fifteen days after written notice of the decision, request, in writing, reconsideration by the college promotion committee and/or the dean.

In those colleges without department/division promotion committees and where there is no recommendation for promotion, the candidate may, within fifteen days after written notice of the decision, request reconsideration by the college promotion committee and/or the dean. The candidate may, at his/her option, appear before the college committtee.

b. *Academic Staff*

If neither the academic staff collegial promotion committee nor the dean/director recommends promotion, the candidate may, within fifteen days after written notice of the decision, request, in writing, reconsideration by the promotion committee and/or the dean/director. The candidate may, at his/her option, appear before the promotion committee.

In those colleges/divisions without academic staff collegial promotion committees and where there is no recommendation for promotion, the candidate may, within fifteen days after written notice of the decision, request reconsideration by the dean/director. If after reconsideration the dean/director reaffirms his/her negative recommendation, the candidate may forward his/her application for promotion, along with supporting documents, to the Office of the President.

5. *Grievance*

If, in the opinion of the candidate and the Association, the failure to recommend promotion was, at any level, based substantially on the candidate's exercise of his/her constitutional rights or was due to a violation of this Agreement, the candidate may file a grievance at Step III of the Grievance Procedure (Article XVII). If the grievance proceeds to arbitration, the arbitrator's authority shall be limited to a determination of whether the alleged violation did occur.

If the arbitrator finds that a violation as specified in this section did occur, then the President shall conduct an appropriate review and may, in his/her review of the case, consult with qualified scholars from outside the University.

E. Except as specified in this Article, all matters related to promotions are not subject to the Grievance Procedure (Article XVII).

XXIV.

REVIEW OF PROFESSIONAL DUTIES

A. The duties of bargaining unit members shall be reasonable and fair and shall reflect teaching duties of faculty, professional assignments of academic staff, research activity, creative professional activity, and service to Wayne State University.

B. If there is a substantial change in the duties of a bargaining unit member which he/she considers contrary to his/her responsibilities, he/she may request review of the department/division or college action by the dean/director.

C. If the bargaining unit member is dissatisfied with the dean/director review, he/she may request a review by a seven person committee. The Provost shall appoint four bargaining unit members from a slate of eight nominees and one non-bargaining unit member from a slate of two nominees, both slates furnished by the University Council. One member shall be designated by the AAUP and one member by the Provost. The Committee shall review the case and make recommendations to the Provost.

D. If the Provost agrees with the recommendations, he/she will implement them. If he/she does not accept the Committee recommendations, he/she will meet with the Committee and discuss the matter.

If the Committee and the Provost are in disagreement after this discussion, the Committee may ask that the matter be appealed to a review panel, consisting of the AAUP Committee member, a bargaining unit member selected by and from the bargaining unit Committee members, the Provost's designee on the Committee and the non-bargaining unit member of the Committee. This panel will attempt to resolve the matter.

If the panel cannot resolve the matter, the matter shall be referred to a single arbitrator selected in accordance with the selection procedures provided in Article XVII, Step Four. The position of the administration members of the panel and the position of the bargaining unit members of the panel shall be submitted to the arbitrator for final and binding decision. The arbitrator shall choose either the position of the administration members or the bargaining unit members without modification.

XXV.

PERSONNEL FILES

All personnel records concerning an individual member of the bargaining unit submitted prior to employment shall be placed in a confidential pre-employment file. If the pre-employment file is consulted in a tenure or promotion decision, the individual shall be so notified.

Effective January 1, 1975, a post-employment file will be initiated for each bargaining unit member within the department or college as appropriate. Individual bargaining unit members shall have access to all materials placed in their post-employment file. The responsible officer must comply with a request for such access within three (3) working days. In the absence of such a responsible officer and in the case of an urgent need for access to the files, the bargaining unit member may request that the Associate Provost for Faculty Relations or his/her designee open the file. Letters of evaluation and recommendation concerning a bargaining unit member from persons outside the campus shall be abstracted to protect the anonymity of the author. Individuals may add to their files any materials they consider appropriate.

XXVI.

RESEARCH AWARDS AND EDUCATIONAL DEVELOPMENT GRANTS

During the life of this Agreement, the University shall provide annually at least $132,000 for research awards evaluated by the University Research Award Evaluation Committee.

The University shall establish annual Educational Development Grants to be awarded to members of the bargaining unit. During the life of this Agreement the University shall provide annually at least $15,000 for educational development grants evaluated by the University Educational Development Grant Committee. No individual Educational Development Grant may exceed $3,000.

XXVII.

DEPARTMENT AND COLLEGE BY-LAWS

In order to insure orderly conduct of department/division/college affairs, the faculty of each department/division college and the collegial units of the academic staff as defined in Article XXII, Section D.2.a. shall adopt a set of by-laws consistent with University and College statutes and policies and with this Agreement. Such by-laws

shall be subject to the approval of the dean/director and the Office of the President. The Association shall receive a copy of each set of by-laws promptly following their approval by the dean/director and the Office of the President. Grievances under this Article shall be limited to whether or not such by-laws exist.

XXVIII.
TUITION REFUND FOR ACADEMIC STAFF

A. A Tuition Refund Program for members of the academic staff shall provide a tuition refund of up to sixteen (16) credit hours within four consecutive quarters with not more than eight (8) hours in any quarter in a degree granting program in which the members are enrolled. The refund applies to tuition only; incidental fees which may be charged are borne by the academic staff member.

B. It shall be the responsibility of the Office of the Provost to determine eligibility and to authorize payment of tuition refunds to those who qualify.

C. Admission to a degree program in the University, academic advising, registration, payment of fees, etc., shall be administered by the colleges and service offices responsible for these functions.

D. Refunds shall be granted for courses elected in any School or College at Wayne State University.

E. To be eligible for a refund:

1. The staff member must be a full-time regular academic staff member for not less than three (3) months prior to the first day of classes of the quarter for which he/she plans to register. Former Wayne State University students who are regular full-time academic staff members and who were enrolled in an undergraduate program for no less than twelve (12) hours, or a graduate program for no less than eight (8) hours, in the quarter preceding their employment, shall have the three-month waiting period waived. Previous regular employment of six (6) months or more will constitute eligibility.
2. College admission requirements must be met.
3. Total credit hours taken in a given quarter shall not exceed eight (8) hours. Exceptions to this regulation shall be made only upon prior written approval of (a) the dean or director of the unit where the staff member is employed and (b) the dean of the college in which he/she is enrolled as a student, or their designated representatives.

4. A satisfactory grade must be achieved:
   a. For the purpose of establishing eligibility for refund, undergraduate grades of A, B, C, D, and graduate grades of A, B, C, shall be considered satisfactory grades.
   b. Grades of I and Y will be reimbursed only after attainment of a satisfactory grade as defined above.
   c. Marks of "Incomplete" must be resolved into satisfactory grades within six (6) months following termination of the quarter in which the course was elected.
5. An Application for Tuition Refund Form, listing all courses elected in the quarter, must be submitted to the Office of the Provost immediately after fees are paid and registration completed. Failure to submit an application before the end of the quarter will forfeit refund for that quarter.
6. The academic staff member must remain a regular full-time member on the active payroll for the entire quarter in which he/she makes application for refund.

F. Courses must be taken after the staff member's normal working hours. Exceptions to this regulation shall be made, for one (1) course per quarter, only if the following conditions are met:
   1. The course is offered only during working hours.
   2. The supervisor is able to arrange adequate coverage of the position.
   3. Time taken off is charged to vacation or additional hours are worked to make up the time taken off. (Working during lunch hour shall not be considered a satisfactory make-up arrangement.)
   4. Prior written approval is sent by the dean or director to the Office of the Provost with a statement of how the time is to be made up and is approved by the Provost.

XXIX.
STUDENT EVALUATION OF FACULTY TEACHING

Each appropriate unit of the faculty shall develop and implement procedures for student evaluation of faculty teaching no later than Fall Quarter, 1975. The results of the evaluations shall be made available to the individual, to the unit committee(s) charged with making personnel decisions, and to the chairperson and other appropriate administrative officers. The anonymity of the students shall be preserved.

XXX.

UNIVERSITY-WIDE COMMITTEES

Unless otherwise stipulated in this Agreement, any University-wide committee on which persons serve officially as representatives of faculty and/or academic staff shall have such representatives appointed by the President (or his/her designee) from a slate of nominees furnished by the University Council. This slate shall contain two names for each person so appointed. At the option of the University Council additional names may be submitted.

XXXI.

BUDGET ADVISORY COMMITTEES

Upon a majority vote of the tenured faculty of the departments/divisions in the Colleges/Schools of Business Administration, Education, Engineering, Liberal Arts, and Medicine, and in the divisions in the College of Lifelong Learning and in the College of Pharmacy and Allied Health Professions, and the Colleges/Schools of Health and Physical Education, Law, Monteith, Nursing and Social Work a committee will be formed, and upon a majority vote of the tenured librarians a committee which will include the University Libraries' department heads will be formed, with which the chairperson/dean/director will consult concerning the general budgetary priorities of the unit.

The faculty units may choose to designate existing committees to perform this function.

SIGNATORY TO AGREEMENT

WAYNE STATE UNIVERSITY

Edward L. Cushman
Executive Vice President

NEGOTIATING COMMITTEE

Melbourne G. Stewart
Chairperson

R. King Adamson

Kenneth M. Smythe

WAYNE STATE UNIVERSITY
CHAPTER OF THE AMERICAN
ASSOCIATION OF UNIVERSITY
PROFESSORS

Ernst Benjamin
President

NEGOTIATING COMMITTEE

Jane Hill
Chairperson

Mildred Gottdank

Christopher Johnson

L. Robert Kovac

Thomas P. Melican

Sol Rossman

NOVEMBER 15, 1976

LETTERS OF AGREEMENT

WAYNE STATE UNIVERSITY

March 7, 1973

Professor Stanley Kirschner, Chairman
Negotiating Committee
Wayne State University Chapter
American Association of University Professors
5440 Cass Avenue
Detroit, Michigan 48202

REFERENCE: *Compensation Settlements*

Dear Professor Kirschner:

This letter refers to Section H. (Settlements) of Article XVII. (Grievance Procedure).

In matters relating to compensation, the University's liability shall not antedate the filing of the grievance by more than six (6) months.

Sincerely yours,
Melbourne G. Stewart
Chairman
University Negotiating Committee

WAYNE STATE UNIVERSITY

May 7, 1973

Professor Stanley Kirschner, Chairman
Negotiating Committee
Wayne State University Chapter
American Association of University Professors
5440 Cass Avenue
Detroit, Michigan 48202

REFERENCE: *Individual Rights*

Dear Professor Kirschner:

As agreed in our negotiating sessions, the University shall not alter grades and evaluation of students without cause and consultation with the faculty member who prepared the grade or evaluation, if such person is readily available.

In addition, the University shall not compel a member of the bargaining unit to release information concerning any student to any person or agency outside the University.

Sincerely yours,
Melbourne G. Stewart
Chairman
University Negotiating Committee

WAYNE STATE UNIVERSITY

September 11, 1974

Professor Ernst Benjamin
Chairman, Negotiating Committee
American Association of University Professors
Wayne State University Chapter
5440 Cass Avenue
Detroit, Michigan 48202

REFERENCE: *Faculty Information Bulletin*

Dear Professor Benjamin:

As agreed in our negotiating sessions, the University shall compile, publish and distribute to members of the bargaining unit a faculty information bulletin summarizing policies, procedures, benefits and services available to faculty and academic staff. The faculty information bulletin will be revised and updated when significant changes occur.

Sincerely yours,
Melbourne G. Stewart
Chairman
University Negotiating Committee

WAYNE STATE UNIVERSITY

October 7, 1976

Professor Jane Hill, Chairperson
Negotiating Committee
Wayne State University Chapter
American Association of University Professors
5440 Cass Avenue
Detroit, Michigan 48202

REFERENCE: *TIAA-CREF*

Dear Professor Hill:

A study committee shall be appointed by the President consisting of representatives of the AAUP, the Staff Association, the P & A Association, the University Council and the Administration to study and to recommend the appropriate amount of money which should be reserved annually to cover potential liability should the University be held legally responsible for any loss incurred by female retirees under the TIAA-CREF retirement system who retired from WSU and only for that portion of the loss attributable to the period in which the retiree was employed at Wayne.

The University will request TIAA-CREF to provide all the information necessary to make this judgment, or in the alternative, will seek the services of an outside actuary to provide this information if internal expertise is unable to provide it.

The sum of $15,000 will be set in reserve at this time by Wayne State University pending the recommendation of the Committee as to the amount to be reserved.

Sincerely yours,
Melbourne G. Stewart
Associate Provost for
Faculty Relations

WAYNE STATE UNIVERSITY

October 12, 1976

Professor Jane Hill, Chairperson
Negotiating Committee
Wayne State University Chapter
American Association of University Professors
5440 Cass Avenue
Detroit, Michigan 48202

REFERENCE: *Divisions in the College of Lifelong Learning and the College of Pharmacy and Allied Health Professions*

Dear Professor Hill:

For the purposes of this Agreement the College of Lifelong Learning will consist of two divisions (a) the Weekend College Program, and (b) the remainder of the College, and the College of Pharmacy and Allied Health Professions will consist of the division of Pharmacy and the division of Allied Health Professions.

Sincerely yours,
Melbourne G. Stewart
Associate Provost for
Faculty Relations

WAYNE STATE UNIVERSITY

October 13, 1976

Professor Jane Hill, Chairperson
Negotiating Committee
Wayne State University Chapter
American Association of University Professors
5440 Cass Avenue
Detroit, Michigan 48202

REFERENCE: *Retirement Committee*

Dear Professor Hill:

The University Administration agrees to the formation of a committee consisting of four persons, two appointed by the University and two appointed by the Association, to further examine the question of voluntary early retirement.

Sincerely yours,
Melbourne G. Stewart
Associate Provost for
Faculty Relations

WAYNE STATE UNIVERSITY

October 13, 1976

Professor Jane Hill, Chairperson
Negotiating Committee
Wayne State University Chapter
American Association of University Professors
5440 Cass Avenue
Detroit, Michigan 48202

REFERENCE: *Research Award and Educational Development Grant Evaluation Committees*

Dear Professor Hill:

In an effort to achieve appropriate representation from the various disciplines, the Provost will consult with the Policy Committee of the University Council prior to the final selection of members of the Research Award Evaluation Committee and the Educational Development Grant Evaluation Committee.

Sincerely yours,
Melbourne G. Stewart
Associate Provost for
Faculty Relations

WAYNE STATE UNIVERSITY

October 13, 1976

Professor Jane Hill, Chairperson
Negotiating Committee
Wayne State University Chapter
American Association of University Professors
5440 Cass Avenue
Detroit, Michigan 48202

REFERENCE: *Tuition Scholarship Study*

Dear Professor Hill:

During negotiations for the 1976-78 contract both the University and the AAUP expressed interest in studying the practicality of establishing a University program for providing tuition scholarships to the dependent children of University employees.

It was not posible during negotiations to resolve the various problems which were discussed. Therefore it was mutually agreed that this matter would be referred to the Fringe Benefit Study Committee for evaluation and recommendation as to the possible alternatives available for the implementation of such a scholarship program.

Sincerely yours,
Melbourne G. Stewart
Associate Provost for
Faculty Relations

WAYNE STATE UNIVERSITY

October 13, 1976

Professor Jane Hill, Chairperson
Negotiating Committee
Wayne State University Chapter
American Association of University Professors
5440 Cass Avenue
Detroit, Michigan 48202

REFERENCE: *General Salary Adjustments for Former Members of the Bargaining Unit*

Dear Professor Hill:

It is agreed that the general salary adjustments for 1976-77 will be paid to each eligible former member of the bargaining unit whose written request is received by the Provost of the University by January 1, 1977.

Sincerely yours,
Melbourne G. Stewart
Associate Provost for
Faculty Relations

WAYNE STATE UNIVERSITY

October 13, 1976

Professor Jane Hill, Chairperson
Negotiating Committee
Wayne State University Chapter
American Association of University Professors
5440 Cass Avenue
Detroit, Michigan 48202

REFERENCE: *Fringe Benefits Study Committee*

Dear Professor Hill:

In the course of our negotiation sessions attempting to reach a new Agreement between the Association and the University, representatives of the Asosciation have expressed interest in further improvements in the University's Health Insurance Program.

The University will schedule monthly meetings of the Fringe Benefits Study Committee to ascertain the degree of need and cost of program improvements.

Sincerely yours,
Melbourne G. Stewart
Associate Provost for
Faculty Relations

WAYNE STATE UNIVERSITY

October 20, 1976

Professor Jane Hill, Chairperson
Negotiating Committee
Wayne State University Chapter
American Association of University Professors
5440 Cass Avenue
Detroit, Michigan 48202

REFERENCE: *Financial Aids Officers*

Dear Professor Hill:

Effective July 1, 1976 the titles of Financial Aid Officer Assistants and Financial Aids Officers shall be changed as follows:

Old Title	*New Title*
Financial Aids Officer Assistant	Financial Aids Officer I
Financial Aids Officer I	Financial Aids Officer II
Financial Aids Officer II	Financial Aids Officer III

The above changes are in titles only and do not constitute promotions.

Sincerely yours,
Melbourne G. Stewart
Associate Provost for
Faculty Relations

WAYNE STATE UNIVERSITY

October 20, 1976

Professor Jane Hill, Chairperson
Negotiating Committee
Wayne State University Chapter
American Association of University Professors
5440 Cass Avenue
Detroit, Michigan 48202

REFERENCE: *Parking Freeze*

Dear Professor Hill:

During our last round of negotiations the University agreed that it would not exercise its managerial discretion to increase parking rates before January 1, 1978. This letter is to confirm that agreement.

Sincerely yours,
Melbourne G. Stewart
Associate Provost for
Faculty Relations

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